

SOLICITATION/CONTRACT				REQUISITION NUMBER		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING		PAGE 1 OF	
BIDDER/OFFEROR TO COMPLETE BLOCKS 11, 13, 15, 21, 22, & 27. Control, POC Name: 040415, TEASDALENA				N66604-3289-017C				DO-07		46	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. SOLICITATION NUMBER		5. SOLICITATION TYPE		6. SOLICITATION ISSUE DATE			
				N66604-04-R-0415		<input type="checkbox"/> SEALED BIDS (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		2004 JAN 13			
7. ISSUED BY				CODE		8. THIS ACQUISITION IS					
Commercial Acquisition Department, Building 11 Naval Undersea Warfare Center Division, Newport Code 5911 , Simonpietri Drive Newport, RI 02841-1708 TEASDALENA@npt.nuwc.navy.mil ; tel. 401/832-1898				N66604		<input type="checkbox"/> UNRESTRICTED <input type="checkbox"/> LABOR SURPLUS AREA CONCERNS <input checked="" type="checkbox"/> SET ASIDE: 100% FOR <input type="checkbox"/> COMBINED SMALL BUSINESS & LABOR SURPLUS AREA CONCERNS <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> OTHER:					
						NAICS CODE		SIZE STANDARD			
						541330		\$23 million			
9. SOLICITATION: SEALED OFFERS IN ORIGINAL AND 2 COPIES WILL BE RECEIVED BY THE ISSUING OFFICE IDENTIFIED IN BLOCK 7, UNTIL 2:00 P.M. (LOCAL TIME ZONE) ON 2004 FEB 26 . LATE OFFERS ARE SUBJECT TO LATE BID OR PROPOSAL PROVISIONS INCORPORATED HEREIN. ALL OFFERS ARE SUBJECT TO SUCH PROVISIONS, REPRESENTATIONS, CERTIFICATIONS AND SPECIFICATIONS AS ARE ATTACHED OR INCORPORATED BY REFERENCE. SEE PROVISION L1 or L2 FOR SPECIFIC INSTRUCTIONS.											
10. ITEMS TO BE PURCHASED (BRIEF DESCRIPTION) <input type="checkbox"/> SUPPLIES <input checked="" type="checkbox"/> SERVICES Life Cycle Support Services for various torpedo programs											
11. IF OFFER IS ACCEPTED BY THE GOVERNMENT WITHIN <u>150</u> CALENDAR DAYS (60 CALENDAR DAYS UNLESS OFFEROR INSERTS A DIFFERENT PERIOD) FROM THE DATE SET FORTH IN BLOCK 9 ABOVE. THE CONTRACTOR AGREES TO HOLD ITS OFFERED PRICES FIRM FOR THE ITEMS SOLICITED HEREIN AND TO ACCEPT ANY RESULTANT CONTRACT SUBJECT TO THE TERMS AND CONDITIONS STATED HEREIN.						12. ADMINISTERED BY CODE					
13. CONTRACTOR OFFEROR CODE FACILITY CODE				PAS# SCD							
14. PAYMENT WILL BE MADE BY CODE											
TELEPHONE NO. DUNS NO. <input type="checkbox"/> CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER						SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK:					
15. PROMPT PAY DISCOUNT						16. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION 10 U.S.C. 2304 (C) 41 U.S.C. 253 (C)					
17. ITEM NO.		18. SCHEDULE OF SUPPLIES/SERVICES				19. QUANTITY		20. UNIT	21. UNIT PRICE	22. AMOUNT	
		(SEE PAGE 2)									
DIST:											
23. ACCOUNTING AND APPROPRIATION DATA										24. TOTAL AWARD AMOUNT (FOR GOVT. USE ONLY)	
25. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 3 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY CONTINUATION SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.						26. AWARD OF CONTRACT: YOUR OFFER ON SOLICITATION NUMBER SHOWN IN BLK 4 INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: ALL ITEMS					
27. SIGNATURE OF OFFEROR/CONTRACTOR						28. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)					
NAME AND TITLE OF SIGNER (TYPE OR PRINT)				DATE SIGNED		NAME OF CONTRACTING OFFICER				DATE SIGNED	

NO RESPONSE FOR REASONS CHECKED			
	CANNOT COMPLY WITH SPECIFICATIONS		CANNOT MEET DELIVERY REQUIREMENT
	UNABLE TO IDENTIFY ITEM(S)		DO NOT REGULARLY MANUFACTURE OR SELL THE TYPE OF ITEMS INVOLVED
	OTHER (Specify)		
	WE DO	WE DO NOT, DESIRE TO BE RETAINED ON THE MAILING LIST FOR FUTURE PROCUREMENT OF THE TYPE OF ITEM(S) INVOLVED	
NAME AND ADDRESS OF FIRM (Include Zip Code)		SIGNATURE	
		TYPE OR PRINT NAME AND TITLE OF SIGNER	

FROM:

AFFIX STAMP HERE

TO:

Commercial Acquisition Department, Building 11
Naval Undersea Warfare Center Division, Newport
Code 5911, Attn: N. Teasdale, Simonpietri Drive
Newport, RI 02841-1708

SOLICITATION NO. N66604-04-R-0415
DATE AND LOCAL TIME 2004 FEB 26, 2:00 P.M.

A10 SPECIAL NOTICE (JUL 2001)

The Naval Undersea Warfare Center Division, Newport has implemented the Electronic Cost Reporting and Financial Tracking (eCRAFT) System. Note clauses C16, COST AND PERFORMANCE REPORTING and G1, SUBMISSION OF INVOICES -- ECRAFT..

SECTION B SUPPLIES OR SERVICES AND PRICES/COSTS

B18 SUPPLIES/SERVICES AND PRICES - IDIQ (SEP 2001)

(a) This is an indefinite delivery - indefinite quantity contract with cost plus fixed fee provisions. Individual Orders under this contract will be issued on either a term or completion form basis.

(b) The Contractor shall, in accordance with orders issued by the ordering officer, perform work assignments within the parameters of the Statement of Work.

(c) The services and material to be ordered hereunder shall be reimbursed in accordance with the provisions of the clauses herein entitled, Allowable Cost and Payment (FAR 52.216-7) and Fixed Fee (FAR 52.216-8), the terms of which are construed to apply, on an individual basis, to each order issued. For the purpose of establishing the fixed fee for each order issued under this contract, refer to the clause in this section entitled, Payment of Fixed Fee.

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QTY</u>	<u>UNIT</u>	<u>AMOUNT</u>
0001	SERVICES per the Statement of Work (SOW), Attachment #1, for the Level of Effort in Clause B33, for the term in Section I, FAR 52.216-22.	1	JO	
		Estimated Cost:	\$	*
		Fixed Fee:	\$	*
		Total CPFF:	\$	*
0002	DATA per Exhibit "A", Contract Data Requirements List (CDRL), DD Form 1423, per the orders issued hereunder.	1	LO	NSP

* Offeror shall insert amounts.

B33 LEVEL OF EFFORT – IDIQ (SEP 2001)

(a) The level of effort estimated to be ordered during the term of this contract is **400,018** man-hours of direct labor including authorized subcontract labor, if any. The level of effort is expected to occur evenly over the contract term. The Contractor shall not, under any circumstances, exceed 100% of the total level of effort specified in this basic contract. The estimated composition of the total man-hours of direct labor by classification is as follows:

<u>Labor Category</u>	<u>eCraft Category</u>	<u>Man-hours Kr Site (straight time)</u>	<u>Man-hours Gov't Site (straight time)</u>	<u>Man-Hours Kr-Site (Overtime)</u>
Manager, Program/Project II*	MANP2	18,800	0	0
Engineer, Systems III	ESY3	14,978	0	0
Engineer II	E2	75,200	0	0
Engineer, Design IV*	ED4	8,987	0	0
Engineer, Design III*	ED3	18,800	0	0
Computer Programmer III	03073	2,600	2,000	100
Technician, Electrical... VI	2908F	4,600	0	100
Technician, Mechanical III	2908H	8,793	0	100
Drafter IV	29064	11,875	0	100
Analyst II	AN2	7,853	3,000	100
Analyst I	AN1	12,912	0	100
Illustrator II	13042	7,857	0	100
Illustrator I	13041	7,857	0	100
Specialist, Config. Management III*	SCM3	17,400	20,000	200

Specialist, Config. Management I	SCM1	74,508	0	100
Clerk, General II	01116	11,983	0	0
Logistician III*	LGT3	20,183	10,000	100
Logistician II	LGT2	16,216	0	100
Logistician I	LGT1	16,216	0	100
Word Processor II	01612	6,000	0	0
Totals		363,618	35,000	1,400

* denotes Key Personnel labor categories

(b) Either the "Limitation of Cost" or the "Limitation of Funds" clause, depending upon whether the order is fully funded, applies independently to each order under this contract and nothing in this clause amends the rights or responsibilities of the parties hereto under either of those two clauses. In addition, the notifications required by this clause are separate and distinct from any specified in either the "Limitation of Cost" or "Limitation of Funds" clause.

(c) In the event that less than 100% of the established level of effort of the basic contract is actually expended by the completion date of the contract (or if said Level of Effort has been previously revised upward, of the fee bearing portion of the additional hours by which the Level of Effort was last increased), the Government shall have the option of:

- (1) Requiring the Contractor to continue performance, subject to the provisions of the "Limitation of Cost" or the "Limitation of Funds" clause, as applicable, until the effort expended equals 100% of the established Level of Effort; or
- (2) Effecting a reduction in the fixed fee by the percentage by which the total expended man-hours is less than 100% of the established Level of Effort (or the fee bearing portion of the last upward revision).

(d) Completion Form Orders.

(1) An estimated level of effort shall be established for each completion form order. This estimated level of effort is established for the purpose of determining the amount of fixed fee payable on the order and tracking the ceiling amount of the contract, it is not to be construed as a performance requirement.

(2) Within thirty days after completion of the work under each completion form order, the Contractor shall submit the following information directly, in writing, to the ordering officer, with copies to the COR and the Defense Contract Audit Agency office to which vouchers are submitted:

- (i) The Contractor's estimate of the total allowable cost incurred under the order; and
- (ii) In the case of a cost underrun, the amount by which the estimated cost of the order may be reduced to recover excess funds.

(e) Term Form Orders.

(1) The Contractor shall notify the Procuring Contracting Officer immediately in writing whenever it has reason to believe that:

- (i) The level of effort the Contractor expects to incur under any term form order in the next 60 days, when added to the level of effort previously expended in the performance of that order, will exceed 75% of the level of effort established for that order; or
- (ii) The level of effort required to perform a particular term form order will be greater than the level of effort established for that order.

(2) As part of the notification, the Contractor shall provide the Contracting Officer a revised estimate of the level of effort required to perform the order. As part of the notification, the Contractor also shall submit any proposal for adjustment to the estimated cost and fixed fee that it deems would be equitable if the Government were to increase the level of effort as proposed by the Contractor. Any such upward adjustment shall be prospective only, i.e., will apply only to effort expended after a modification (if any) is issued. However, whether an increase in fixed fee is appropriate shall depend on the circumstances involved, and, except as otherwise provided in the contract, shall be entirely within the discretion of the Contracting Officer.

(3) In performing term form orders, the Contractor may use any combination of hours of the labor categories listed in the order.

(4) Within thirty days after completion of the work under each term form order, the Contractor shall submit the following information directly, in writing, to the ordering officer, with copies to the COR and the Defense Contract Audit Agency office to which vouchers are submitted:

- (i) The total number of man-hours of direct labor, including subcontract labor, expended and a breakdown of this total showing the number of man-hours expended in each direct labor classification listed in the order schedule, including the identification of the key employees utilized;
- (ii) The Contractor's estimate of the total allowable cost incurred under the order; and
- (iii) In the case of a cost underrun, the amount by which the estimated cost of the order may be reduced to recover excess funds.

(5) In the event that less than 100% of the established level of effort of a term order (or if said level of effort has been previously revised upward, of the fee bearing portion of the additional hours by which the level of effort was last increased) is actually expended by the completion date of the contract, the Government shall have the option of:

- (i) Requiring the Contractor to continue performance, subject to the provisions of the "Limitation of Cost" or the "Limitation of Funds" clause, as applicable, until the effort expended equals 100% of the established Level of Effort (or of the fee-bearing portion of the last upward revision); or
- (ii) Effecting a reduction in the fixed fee by the percentage by which the total expended man-hours is less than 100% of the established Level of Effort (or the fee bearing portion of the last upward revision).

(6) In the event that the expended level of effort of a term order exceeds the established level of effort by 10% or less, but does not exceed the estimated cost of the order; the Contractor shall be entitled to cost reimbursement for actual hours expended, not to exceed the ceiling cost. The Contractor shall not be paid fixed fee, however, on level of effort in excess of 100% without complying with subsection (e)(1) above. This understanding does not supersede or change subsection (e)(1) above, whereby the Contractor and Government may agree on a change to the order level of effort with an equitable adjustment for both cost and fee.

B37 OFFERS FOR LESS THAN THE TOTAL LEVEL OF EFFORT

Except as provided in L33 entitled, "Alternate Labor Categories", offers for less than the total quantity for all items specified are not desired and may be determined to be unacceptable.

B52X PAYMENT OF FIXED FEE – IDIQ/Performance Based Contract (DEC 2003)

(a) The fixed fee specified in Section B is the maximum fee that may be paid under this contract. The Government shall pay fixed fee as provided in this clause. This fee shall be paid, subject to any adjustment required by other clauses of this contract (for example, clause B53- Prospective Fee Rate Reduction Incentive), in installments at the time of each provisional payment for reimbursement of allowable cost.

(b) A fixed fee shall be established for each order issued under this contract. The fixed fee shall be established by dividing the level of effort (direct man-hours) stated in the order by the total contract level of effort (direct man-hours) and multiplying the result by the total contract fixed fee. The amount of each installment payment of fixed fee shall be determined by dividing the net direct labor hours expended during the period by the level of effort established in the order and multiplying the result by the total fixed fee established in the order.

(c) Completion Orders. The Contractor is entitled to the full fixed fee amount upon the acceptable completion of the order.

(d) Term Orders. Fee shall be paid only for hours performed, not to exceed the fixed fee amount stated in the order.

(e) Withholding. As provided in the clause entitled, Fixed Fee (FAR 52.216-8), the Contracting Officer hereby withholds 15% of all fixed fee payable until the total contract fee withheld reaches the stated maximum of \$100,000. Invoices submitted under the individual orders shall indicate fixed fee withheld.

B53 PROSPECTIVE FEE RATE REDUCTION INCENTIVE

- (a) This contract contains a Prospective Fee Rate Reduction Incentive.
- (b) The contractor's overall performance will be evaluated per the Prospective Fee Rate Reduction Incentive Plan, Attachment #7; the Requirements Summary Table, Attachment #9; and the Statement of Work, Attachment #1.
- (c) The fee rate per direct labor hour established by clause B52 shall be reduced by 25.0% if the Government, during its annual evaluation, determines that overall contractor performance is "Unsatisfactory". The reduced fixed fee shall apply to all orders placed during the next twelve month period. Under no circumstances shall the fee rate of an order be either increased or decreased once the order has been placed.
- (d) If overall contractor performance during the subsequent evaluation period is still evaluated by the Government as "Unsatisfactory", the fixed fee rate shall be reduced by another 25% (making the total reduction 50% of the initial fixed fee established by clause B52). If overall contractor performance during the subsequent evaluation period is, however, evaluated by the Government to have improved to at least a "Satisfactory" level, then the fee rate per hour shall revert back to the rate established by clause B52.
- (e) The Government reserves its right to discontinue placing orders under this contract at any time during the Ordering Period.

SECTION C DESCRIPTION / SPECIFICATIONS/WORK STATEMENT

C12 STATEMENT OF WORK - IDIQ (SEP 2001)

Services shall be performed in accordance with the Statements of Work which are included in the individual orders. These Statements of Work detail efforts that fall within the scope of the basic contract Statement of Work, attachment #1.

C16 COST AND PERFORMANCE REPORTING (MAY 2001)

- (a) The Contractor agrees to provide the Contractor's Funds and Man-hour Expenditure Report in the Electronic Cost Reporting and Financial Tracking (eCRAFT) System within sixty (60) days after the date of contract award. Failure to comply with this requirement may result in contract termination.
- (b) The Contractor's Funds and Man-hour Expenditure Report reports contractor expenditures for labor, materials, travel and other contract charges.
 - (1) Format. Data shall be reported in a format acceptable to the Electronic Cost Reporting and Financial Tracking System (eCraft). Paper submittal of the data is permitted for the first 60 days of performance. Address paper submittals to the Contracting Officer's Representative identified in the contract.
 - (2) Scope and Content.
 - (i) The Contractor shall identify costs to the individual SLIN if applicable. If pricing is not established at the SLIN level, report to the CLIN.
 - (ii) The Contractor shall report individual cost elements comprising the total cost of performance for the current cost reporting period.
 - (3) Submission and Approval.
 - (i) Submit report at least once per month beginning 30 days after contract award. Approval will be indicated by e-mail notification from eCraft.
 - (ii) Distribution Statement. Distribution Statement B: Distribution to U.S. Government agencies only; Proprietary Information; (date data generated). Other requests for this document shall be referred to NUWCDIVNPT Code 591.
- (c) The Contractor's Performance Report indicates the progress of work and the status of the program and of all assigned tasks. It informs the Government of existing or potential problem areas. References to costs are meant to be at a summary level. Preparation instructions follow.

(1) Format. Pages shall be sequentially numbered. All attachments shall be identified and referenced in the text of the report. Report shall be prepared in the contractor's format and shall be legible and suitable for reproduction. Electronic submission is encouraged.

(2) Content.

(i) Provide a front cover sheet that indicates the contractor's name and address, the contract number, the system or program nomenclature, the report date, the reporting period, the report title and a serial number for the report, the security classification, the name and address of the person who prepared the report, and the name of the issuing Government activity (Naval Undersea Warfare Center Division, Newport).

(ii) Report contract schedule status. Describe the progress made against milestones during the reporting period.

(iii) Report any significant changes to the contractor's organization or methods of operation, to the project management network, or to the milestone chart.

(iv) Report problem areas affecting technical, scheduling, or cost elements. Provide background and recommendations for solutions beyond the scope of the contract. Report results (positive or negative) obtained related to previously identified problem areas, with conclusions and recommendations.

(v) Report all trips and significant results.

(vi) Report all significant communications and any commitments made thereby. Include all non-contractual communications, such as emails, telephone conversations, etc.

(vii) Report Engineering Change Proposal (ECP) status. Identify all ECPs by status, i.e., proposed, approved and implemented.

(viii) Report plans for activities during the following reporting period.

(ix) Include appendices for any necessary tables, references, photographs, illustrations, charts, etc.

(3) Submission and Approval.

(i) Submission. Submit report monthly beginning 30 days after contract award.

(ii) Distribution. Provide one original copy to the Contracting Officer's Representative. Additional copies shall be provided to:

(iii) Distribution Statement. Distribution Statement B: Distribution to U.S. Government agencies only; Proprietary Information; (date data generated). Other requests for this document shall be referred to NUWCDIVNPT Code __.

(iv) Approval. DD Form 250 is not required. Approval will be indicated via letter of transmittal.

(d) The contractor shall not provide other funds, man-hour, or status reporting without the prior written approval of the contracting officer.

C21 PERSONNEL QUALIFICATIONS

(a) Qualifications. The Contractor shall provide personnel having the minimum levels of professional/technical experience and education specified for each labor category in Attachment #2, Personnel Qualifications Sheets. Specialized experience shall have been obtained in the areas indicated by the labor qualifications and the Statement of Work. In addition, Key Personnel are subject to the terms of the clause entitled, Key Personnel.

(b) Workmanship. Unless otherwise specifically provided in this contract, the quality of all services rendered hereunder shall conform to the highest standards in the relevant profession, trade or field of endeavor. All services shall be rendered by individuals fully qualified in the relevant profession, trade or field, and holding any licenses required by law.

(c) Job Functions. The functions to be performed by personnel, both Key and Non-Key shall reasonably correspond to the title of the Labor Category. For example, design of electrical components may not be performed by an individual listed in the Typist labor category, nor may typist functions be performed by an individual listed in the Electrical Engineer labor category.

C23 FACILITIES

(a) The Contractor shall provide liaison office(s) within commuting distance (by surface transportation) of the Naval Undersea Warfare Center Division, Newport. The liaison office(s) shall meet all security requirements and provide controlled access work areas as specified in the DD Form 254 (if attached).

(b) The requirement for maintaining these facilities shall not be construed to mean that the Government will be obliged to pay any direct costs in connection therewith and further, the contractor shall not be entitled to any direct payment (labor, transportation or otherwise) in connection with any personnel set in readiness at, or brought to such facility in preparation for, or in expectation of, work to be performed under the contract. Payment for labor hours and materials will be made only for such hours and materials actually expended in performance under the contract. This paragraph applies also to any additional facilities which may be necessary during contract performance.

C24 SECURITY REQUIREMENTS

The Contractor shall comply with Attachment #3, DD Form 254, Contract Security Classification Specification, and any documents such as Classification Guides attached thereto or referenced thereon.

C25 ACCESS TO GOVERNMENT SITE (OCT 2003)

(a) Contractor personnel shall comply with all current badging and security procedures required to gain access to any Government site. Access to Naval Undersea Warfare Center Division, Newport sites may only be gained by obtaining a badge (either permanent or temporary) from the security office.

The Contractor shall ensure that Contractor personnel employed on any Government site become familiar with and obey Activity regulations. Contractor personnel shall not enter restricted areas unless required to do so and until cleared for such entry. The Contractor shall request permission to interrupt any activity roads or utility services in writing a minimum of 15 calendar days prior to the date of interruption. Contractor personnel shall bear personal protective equipment in designated areas. All contractor equipment shall be conspicuously marked for identification.

The contractor shall strictly adhere to Federal Occupational Safety and Health Agency (OSHA) Regulations, Environmental Protection Agency (EPA) Regulations, and all applicable state and local requirements.

(b) The contractor shall ensure that each contractor employee reads the pamphlet entitled, "Safety and Occupational Health Information for Contractors and Visitors" prior to commencing performance at any NUWCDIVNPT site. Contact Code 552 at 401-832-3534 or 5890 in Newport, RI.

(c) The contractor shall ensure that each contractor employee reads the document entitled, "NUWC Environmental Policy" prior to commencing performance at any NUWCDIVNPT site. This document is available at <http://www.npt.nuwc.navy.mil/pao/envpolicy.htm>.

(d) The contractor shall ensure that each contractor employee who is resident at any NUWCDIVNPT site completes ISO 14001 Awareness training within 30 days of commencing performance at that site. This training is available on the ISO 14001 webpage on the NUWCDIVNPT Intranet.

(e) The contractor shall remove from the Government site any individual whose presence is deemed by the Commander, NUWCDIVNPT, to be contrary to the public interest or inconsistent with the best interests of national security.

C54 UPDATING SPECIFICATIONS AND STANDARDS (NAVSEA) (AUG 1994)

If, during the performance of this or any other contract, the contractor believes that any contract contains outdated or different versions of any specifications or standards, the contractor may request that all of its contracts be updated to include the current version of the applicable specification or standard. Updating shall not affect the form, fit or function of any deliverable item or increase the cost/price of the item to the Government. The contractor should submit update requests to the Procuring Contracting Officer with copies to the Administrative Contracting Officer and cognizant program office representative for approval. The contractor shall perform the contract in accordance with the existing specifications and standards until notified of approval/disapproval by the Procuring Contracting Officer. Any approved alternate specifications or standards will be incorporated into the contract.

SECTION D PACKAGING AND MARKING

D10 MARKING OF REPORTS (SEP 2001)

Some of the data deliverables under this contract may require additional markings. If this clause is cited in Block 16 of the DD Form 1423, provide the following markings prominently on the cover of the report:

Contractor Name and Business Address
Contract Number (and order number when applicable)
Contract (order, if applicable) dollar amount
Whether the contract was competitively or non-competitively awarded
Sponsor (name, activity, office code, and location). Orders, if applicable, will identify the sponsor.

D20 DELIVERY OF DATA (SEP 2001)

- (a) Data furnished hereunder shall be adequately packaged to assure safe delivery at destination.
- (b) Transmittal of classified information by mail shall be in accordance with the National Industrial Security Program Operating Manual (NISPOM) for Safeguarding Classified Information (DOD 5220.22-M).
- (c) All copies of CDRL items under this contract, regardless of distribution, shall be marked on the report cover with the following information:

Naval Undersea Warfare Center Division, Newport
Contract, Order, and ELIN Numbers
Report Title
Date of Report
Contractor Name (division which generated the report)

D24 PROHIBITED PACKING MATERIALS

The use of asbestos, excelsior, newspaper or shredded paper (all types including waxed paper, computer paper and similar hygroscopic or non-neutral material) is prohibited. In addition, loose fill polystyrene is prohibited for shipboard use.

SECTION E INSPECTION AND ACCEPTANCE

The following contract clauses are hereby incorporated by reference:

<u>Number</u>	<u>Title</u>	<u>Date</u>
52.246-5	INSPECTION OF SERVICES - COST REIMBURSEMENT	(APR 1984)

E14 INSPECTION AND ACCEPTANCE OF SERVICES

The Contracting Officer's Representative (COR) or the Alternate COR, as evidenced by a signed Certificate of Final Acceptance (COFA) memorandum, shall perform inspection and acceptance of the services being furnished. The COFA shall be signed only by the COR or Alternate COR designated in clause G17.

SECTION F DELIVERIES OR PERFORMANCE

The following contract clauses are hereby incorporated by reference:

<u>Number</u>	<u>Title</u>	<u>Date</u>
52.242-15	STOP-WORK ORDER - ALT I (APR 1984)	(AUG 1989)
52.247-34	F.O.B. DESTINATION	(NOV 1991)

F18 DELIVERY AT DESTINATION (AUG 1999)- APPLIES TO HARDWARE DELIVERIES ONLY

The articles to be furnished hereunder shall be delivered in accordance with the clause entitled, F.O.B. Destination (FAR 52.247-34), to the following address:

Supply Officer
Naval Undersea Warfare Center, Division Newport
Naval Station Newport, Bldg. 47
47 Chandler Street
Newport, RI 02841-1708

F20 PERFORMANCE PERIOD (SEP 2001)

- (a) For planning and proposal purposes this contract will become effective on _____. The actual effective date shall be established at contract award and will be set forth on the face page of the contract. The ordering period is defined in the clause entitled, Ordering (FAR 52.216-18).
- (b) The performance period shall continue until the date specified in the clause entitled, Requirements (FAR 52.216-21), or Indefinite Quantity (FAR 52.216-22), whichever is applicable.
- (c) Individual orders will specify a beginning date and an ending date. Costs incurred prior to the beginning date or after the ending date shall not be directly allowable without the written consent of the Contracting Officer (modification).

F23 DELIVERY OF DATA - IDIQ (SEP 2001)

Place and time of delivery of data shall be as specified on the DD Form 1423, Contract Data Requirements List (CDRL), supplied with each order. CDRLs included in the basic contract are representative of data likely to be required during performance. The CDRLs furnished with the individual Orders shall control. Any change in the delivery of data must be made by a formal modification to the order.

F30 PLACE OF PERFORMANCE (SEP 2001)

- (a) Work will be performed at the Contractor's facility or other locations, as required by the statement of work. For indefinite delivery type contracts, the individual orders may specify locations where work shall be performed. These sites are likely to include, but are not limited to the following locations: NUWCDIV Keyport, WA;
NUWCDIV Newport, RI.
- (b) Sea travel and work aboard Government warships or vessels may be required. The Contractor must obtain boarding authorization from the Commanding Officer prior to boarding any U.S. Naval warship or vessel.
- (c) The Contractor is responsible for making all needed arrangements for its personnel. This includes but is not limited to travel reservations, medical examinations, immunization, passports, visas, and security clearances.
- (d) Travel outside the continental United States may be required; see Section I for clauses relating to overseas travel.

F40 CONTRACTOR PERFORMANCE ASSESSMENT RATING SYSTEM (CPARS) (AUG 1999)

- (a) Pursuant to FAR 42.1502, this contract is subject to DoD's Contractor Performance Assessment System (CPARS). CPARS is an automated centralized information system accessible via the Internet that maintains reports of contractor performance for each contract. CPARS is located at <http://www.nslcptsmh.navsea.navy.mil/>. Further information on CPARS is available at that web-site.
- (b) Under CPARS, the Government will conduct annual evaluations of the contractor's performance. The contractor has thirty (30) days after the Government's evaluation is completed to comment on the evaluation. The opportunity to review and comment is limited to this time period and will not be extended. Failure to review the report at this time will not prevent the Government from using the report.
- (c) The CPARS system requires the Government to assign the contractor a UserID and password in order to view and comment on the evaluation. Provide the name(s) of at least one individual (not more than three) that will be assigned as your Defense Contractor Representative for CPARS.

Name

Phone

E-mail Address (optional)

SECTION G CONTRACT ADMINISTRATION DATA

G1 SUBMISSION OF INVOICES -- COST REIMBURSEMENT (MAY 2001)

- (a) "Invoice" as used in this clause includes contractor requests for interim payments using public vouchers (SF1034) but does not include contractor requests for progress payments under fixed price incentive contracts.
- (b) The Contractor shall submit invoices and any necessary supporting documentation, in an original and four (4) copies, to the contract auditor at the following address: See clause G12, Cognizant DCAA, unless waived by DCAA. If Electronic Cost Reporting and Financial Tracking (eCraft) is applicable to this contract, provide duplicate information to eCraft.
- (c) Invoices requesting interim payments shall be submitted no more than once every two weeks, unless another time period is specified in the Payments clause of this contract. For indefinite delivery type contracts, interim payment invoices shall be submitted no more than once every two weeks for each order. There shall be a lapse of no more than 30 calendar days between performance and submission of an interim payment invoice.
- (d) In addition to the information identified in the Prompt Payment clause herein, each invoice shall contain the following information, as applicable:
- (1) Contract line item number (CLIN)
 - (2) Subline item number (SLIN)
 - (3) Accounting Classification Reference Number (ACRN)
 - (4) Payment terms
 - (5) Procuring activity
 - (6) Date supplies provided or services performed
 - (7) Costs incurred and allowable under the contract
 - (8) Vessel (e.g., ship, submarine or other craft) or system for which supply/service is provided
- (e) A DD Form 250, "Material Inspection and Receiving Report", is not required.
- (f) A Certificate of Performance is not required.
- (g) The Contractor's final invoice shall be identified as such, and shall list all other invoices (if any) previously tendered under this contract. The Government may indicate final acceptance on DD Form 250 or by other appropriate means such as a Certificate of Final Acceptance.
- (h) Costs of performance shall be segregated, accumulated and invoiced to the appropriate ACRN categories to the extent possible. When such segregation of costs by ACRN is not possible for invoices submitted with CLINS/SLINS with more than one ACRN, costs will be allocated on a first-in first-out basis. For example, invoice ACRN A1 until fully expended, followed by ACRN A2 until fully expended, followed by ACRN A3 until fully expended, etc.

G10 CONTRACTUAL AUTHORITY AND COMMUNICATIONS (SEP 2001)

- (a) Except as specified in subparagraph (b) below, no order, statement, or conduct of any Government personnel who visit the Contractor's facilities or in any other manner communicates with Contractor personnel during the performance of this contract shall constitute a change under the Changes clause of this contract.
- (b) The Contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as a part of this contract.
- (c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and, notwithstanding provisions contained elsewhere in this contract, the said authority remains solely the Contracting Officer's. In the event the contractor effects any change at the direction of any person other than the

Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof.

(d) The Government reserves the right to administratively transfer authority over this contract from the individual named below to another Contracting Officer at any time.

(e) (For Indefinite Delivery contracts only) Ordering Officers are Contracting Officers of the Naval Undersea Warfare Center Division, Newport. However, their authority extends only to the order that they sign.

(f) The address and telephone number of the Contracting Officer is:

Name: Lisa M. Brazil
Address: Commercial Acquisition Department, Building 11
Naval Undersea Warfare Center Division, Newport
Code 5911
Simonpietri Drive
Newport, RI 02841-1708
Telephone: Commercial: 401-832-1437; DSN: 432-1437
Email: brazillm@npt.nuwc.navy.mil

G11 CONTRACT ADMINISTRATION FUNCTIONS (SERVICES)

(a) The cognizant Administrative Contracting Office for this contract is identified in Block 12 on page one of this contract.

(b) **PCO RETAINED FUNCTIONS.** The Procuring Contracting Officer (PCO) retains the administrative functions described in FAR 42.302(a) and listed below. These functions will be accomplished as set forth in the Contract Administration Plan or Contract Administration Master Plan, as applicable, Attachment #4.

- (3) Conduct post-award orientation conferences.
- (40) Perform engineering surveillance to assess compliance with contractual terms for schedule, cost, and technical performance in the areas of design, development, and production.
- (44) Perform engineering analyses of contractor cost proposals.
- (45) Review and analyze contractor-proposed engineering and design studies and submit comments and recommendations to the contracting office, as required.
- (46) Review engineering change proposals for proper classification, and when required, for need, technical adequacy of design, producibility, and impact on quality, reliability, schedule, and cost; submit comments to the contracting office.
- (47) Assist in evaluating and make recommendations for acceptance or rejection of waivers and deviations.

(c) **ACO DELEGATED FUNCTIONS.** The Administrative Contracting Officer (ACO) is delegated the following functions:

- (1) All other functions of FAR 42.302(a) ***except*** (3), (40), (44), (45), (46), and (47).
- (2) The function of FAR 42.302(b)(4); negotiating and executing supplemental agreements providing for the deobligation of unexpended dollar balances considered excess to known contract requirements, and for the crediting of any overpayments made to the contractor. Attach a copy of the modification to the DD 1594 and forward to the PCO address (Attn: Code 5912 -- CLOSEOUT)
- (3) The function of FAR 42.302(b)(6).

(d) If the ACO identifies a contract administration problem, the remedy for which is not covered by the above, the ACO shall request the PCO to delegate additional functions as necessary. The PCO may delegate authority by letter.

G12 COGNIZANT DCAA

The cognizant DCAA for this contract is:

Office: * _____
Address: _____

Telephone: _____

* Offerors should fill in the above information, if known.

G14 CONTRACTOR'S SENIOR TECHNICAL REPRESENTATIVE (APR 2003)

Fill in the information required below. The contractor's senior technical representative, point of contact for performance under this contract is:

Name: _____
Title: _____
Mailing Address: _____
E-mail Address: _____
Telephone: _____ FAX: _____

G15 NOTE TO PAYMENT OFFICE - ADDRESS OF PAYEE

The Paying Office will mail payments to:

*

* Offerors should complete the above if they wish payments to be sent to an address other than that shown on the contract face. Invoices should also specifically inform the paying office of this address.

G16 NOTE TO PAYMENT OFFICE - PAYMENT BY ACRN (MAY 2001)

In the event the contractor does not identify the specific ACRN (or the related SLIN) being invoiced, the paying office is directed to pay the invoice by assigning the ACRN on a first-in first-out basis. For example, pay from ACRN A1 until fully expended, followed by ACRN A2 until fully expended, followed by ACRN A3 until fully expended, etc. If necessary, the paying office should assign the appropriate SLIN.

G17 COR APPOINTMENT

(a) The Contracting Officer hereby appoints the following individual as the Contracting Officer's Representative (COR) for this contract:

COR: Name: TO BE COMPLETED AT TIME OF AWARD Code: _____
Mailing Address: Naval Undersea Warfare Center Division, Newport
1176 Howell Street
Building: ____ Room: ____
Newport, RI 02841-1708
Telephone: Commercial: (401) 832-____; DSN: 432-____

(b) The COR is responsible for those specific functions assigned in the Contract Administration Master Plan, or Contract Administration Plan as applicable, Attachment #4.

(c) Alternate COR. In the absence of the COR named above, all responsibilities and functions assigned to the COR shall be the responsibility of the Alternate COR acting on behalf of the COR. The Contracting Officer hereby appoints the following individual as the Alternate COR.

ALT.COR: Name: TO BE COMPLETED AT TIME OF AWARD Code: _____

Telephone: Commercial: (401) 832-____; DSN: 432-____

(d) Only the Contracting Officer has the authority to modify the terms of the contract. Therefore, in no event will any understanding, agreement, modification, change order, or other matter deviating from the terms of the basic contract between the contractor and any other person be effective or binding on the Government. If, in the opinion of the contractor, an effort outside the existing scope of the contract is requested, the contractor shall promptly notify the PCO in writing. No action shall be taken by the contractor unless the PCO or ACO has issued a formal modification.

SECTION H SPECIAL CONTRACT REQUIREMENTS

H14 ORGANIZATIONAL CONFLICT OF INTEREST - FAR 9.505-4

(a) In accordance with FAR 9.505-4, whereas the statement of work for this contract requires access to proprietary data of other companies the Contractor must agree with the other companies to (1) protect their information from unauthorized use or disclosure for as long as it remains proprietary and (2) refrain from using the information for any purpose other than that for which it was furnished. The Contractor agrees to furnish copies of such agreements to the Contracting Officer before accepting possession of such data. The Contractor further agrees that such proprietary data shall not be used in performing for the Department of Defense additional work in the same field as work performed under this contract if such additional work is procured competitively.

(b) For the purpose of this clause, the term "Contractor" means the Contractor, its subsidiaries and affiliates, joint ventures involving the Contractor, any entity with which the Contractor may hereafter merge or affiliate, and any other successor of the Contractor.

(c) The Contractor shall, within 15 days after the effective date of this contract, provide a written certification to the Contracting Officer that all employees, agents and subcontractors involved in the performance of this contract have been informed of the provisions of this clause.

(d) Any subcontractor which performs any work relative to this contract shall be subject to this clause. The Contractor agrees to place in each subcontract affected by these provisions the necessary language contained in this clause.

(e) The prohibitions imposed by this clause may be waived by the Contracting Officer.

(f) In the event the Contractor, or any of its employees, agents or subcontractors fails to comply with the provisions of this clause, such noncompliance shall be deemed a material breach of contract for which the Government reserves the right to terminate the contract for default and/or resort to such other rights and remedies as provided for under this contract and under the Federal law of contracts. Noncompliance with the provisions of this clause may also adversely affect the determination of Contractor responsibility in future Government acquisitions.

(g) The Government may administratively modify the contract to list agreements between the Contractor and third parties into the contract.

H21 LIABILITY INSURANCE

The following types of insurance are required in accordance with the clause entitled, Insurance - Liability To Third Persons (FAR 52.228-7), and shall be maintained in the minimum amounts shown:

(1) Comprehensive General Liability: \$200,000 per person and \$500,000 per accident for bodily injury. No property damage general liability insurance is required.

(2) Automobile Insurance: \$200,000 per person and \$500,000 per accident for bodily injury and \$20,000 per accident for property damage. Comprehensive form of policy is required.

(3) Standard Workmen's Compensation and Employer's Liability Insurance (or, where maritime employment is involved, Longshoremen's and Harbor Worker's Compensation Insurance) in the minimum amount of \$100,000.

H28 MINIMUM AND MAXIMUM QUANTITIES

As referred to in paragraph (b) of the clause entitled, Indefinite Quantity (FAR 52.216-22), the contract minimum quantity is a total of \$50,000 worth of orders. The contract maximum quantity is the total number of hours of effort specified in Section B. For the purpose of calculating the expenditure of hours in relation to the maximum quantity, the total hours expended shall be the sum of (1) the total number of hours ordered under all term form orders and (2) the total number of hours of estimated level of effort established under all completion form orders.

H29 ORDERING (MAY 2002)

(a) Ordering. Orders may be placed by any Contracting Officer of the Naval Undersea Warfare Center Division, Newport. Orders may be written, on DD Form 1155, or oral. Orders may also be issued by FAX or by emailing a file that contains the order with the contracting officer's signature. Cost reimbursement orders may be issued on either a Term or Completion form basis as described in FAR 16.306. See FAR 52.216-18 for additional information.

(b) Information. Each order should include the following:

- (1) Date of order
- (2) Contract and order number
- (3) Appropriation and accounting data
- (4) Description of the work to be performed, including the period of performance, and a description of any end items to be delivered
- (5) Exact place of pickup or delivery
- (6) DD Form 1423, Contract Data Requirements List, if applicable
- (7) Identification of the person(s) or organization(s) responsible for inspection and acceptance
- (8) List of Government Furnished Property and the estimated value thereof, if applicable.
- (9) DD Form 254, Contract Security Classification Specification, if applicable
- (10) The pricing arrangement of the order. For FFP orders, the Price of the order. For Cost Reimbursement orders, the Estimated Cost, the Fee amount and the Cost Plus Fee amount or the Ceiling Price, as applicable.
- (11) For Cost Reimbursement orders, identification as either a term form or completion form order
- (12) For Cost Reimbursement term form orders for services, the level of effort including the estimated number of hours for each applicable labor category required to perform the order
- (13) For Cost Reimbursement completion form orders for services, the estimated level of effort

(c) If this is a Cost Plus Fixed Fee contract, fixed fee for each order shall be established by dividing the number of hours estimated to be expended in the order by the maximum contract hours and multiplying the result by the contract fixed fee amount. Fixed Fee shall be paid in accordance with the applicable Payment of Fixed Fee clause.

(d) Oral orders, or modifications to existing orders, may be placed only as follows. To issue an oral order the ordering officer shall provide the contractor with the information described in (b) above. The ordering officer shall confirm the order by issuing a DD Form 1155 within five working days. Unilateral orders cannot be issued orally.

(e) Orders under this contract will ordinarily be issued after both parties agree on all terms. If the parties fail to agree, the Ordering Officer may require the Contractor to perform by issuing a unilateral order. Any disagreement concerning the issuance of a unilateral order shall be deemed a dispute within the meaning of the Disputes clause.

(f) Cautionary Note. Nothing stated in an order, quote, or in discussions, can modify the basic contract terms or regulations governing this contract. Orders are not advance agreements under FAR 31.109; costs incurred remain subject to the same standards of allowability regardless of whether they were used as a basis for projecting order pricing.

H40 KEY PERSONNEL REQUIREMENTS (SEP 2001)

(a) Certain skilled experienced professional and/or technical personnel are essential for successful performance of the work required under this contract. These are defined as "Key Personnel" and are those persons whose Personnel Data Forms (PDFs) were submitted for proposal evaluation purposes.

(b) The Contractor agrees that such Key Personnel shall not be removed from the contract effort, replaced, or added to the contract without a compelling reason (e.g. death of present key personnel, personnel leaving company employ, unavailability due to excessive, or unanticipated demand made by the Government on this contract), and without compliance with paragraphs (c) and (d) hereof. The Government will not approve substitutions for the sole convenience of the Contractor.

(c) If any changes (substitutions or additions) to the list of authorized key personnel become necessary, the Contractor shall immediately notify the Contracting Officer and propose personnel of at least substantially equal ability and qualifications as the individuals currently approved for that labor category. Compliance with the clause entitled, Personnel Qualifications is not, in and of itself, sufficient.

(d) Requests for approval of changes hereunder shall be written and shall provide a detailed explanation of the circumstances necessitating the proposed change. Requests shall be submitted when the need is identified, and not when submitting a quote for an individual order. The Contracting Officer will evaluate such requests and promptly notify the Contractor in writing of the approval or disapproval of the request. The request shall also contain, for each individual:

- (1) The current actual hourly rate, with appropriate burden indicated separately;
- (2) A completed PDF in the same detail as the original proposal; and
- (3) Any other information requested by the Contracting Officer in order to reach a decision.

(e) If the Contractor uses any personnel under Key Personnel categories in performing the effort who are not currently authorized, the Contractor shall bear total risk if any individual is subsequently disapproved by the Contracting Officer.

H51 AUTHORIZATION FOR USE OF SUBCONTRACTED LABOR

(a) Authorization to use subcontracted labor consists of two separate and distinct procedures; consent and approval. Subcontracts must meet both the consent and approval requirements of this clause to be considered allowable.

(b) Consent. Consent to subcontract shall be obtained from the Administrative Contracting Officer (ACO) in accordance with the applicable Subcontracts clause incorporated herein.

(c) Approval. The Procuring Contracting Officer's (PCO) approval is required for all subcontracts for direct services, i.e., any labor performed by other than bona-fide employees of the contractor, such as "consultants". The existence of an approved purchasing system does not affect the requirement for PCO approval.

(1) Direct services subcontracts subject to consent requirements. The contractor shall obtain approval by forwarding a request for consent to subcontract to the ACO, via the PCO. The request shall include two copies of the proposed subcontract and a cover letter. The PCO shall review the request for adherence to the contractor's proposal submitted in response to the solicitation that resulted in the basic contract, comment on the source selection and pricing aspects as appropriate, and forward the request to the ACO for final action. The PCO will provide the contractor a copy of the forwarding letter.

(2) Direct services subcontracts not subject to consent requirements. The contractor shall obtain approval by forwarding one copy of all direct services subcontracts not subject to consent requirements to the PCO.

(3) PCO approval is granted to subcontract with the firms listed below. Subcontract direct services shall be provided only by the following companies and to a maximum of the hours shown for each:

<u>* Subcontractors</u>	<u>Manhours</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

* Offerors shall fill in data conforming to their technical and cost proposals.

(4) The contractor shall obtain PCO approval in writing for all additional firms prior to their performance of any direct services under the contract. The contractor shall fully justify why the additional firms are necessary for performance, as well as other matters pertaining to selection and pricing.

H61 GOVERNMENT FURNISHED PROPERTY (GFP) (SEP 2001)

(a) The Government shall furnish Government property to the Contractor for use in connection with this contract.

(1) Government Furnished Equipment (GFE), Government Furnished Material (GFM) and Government facilities shall be made available for contractor's use as identified in Attachment 6, entitled, Government Property Made Available. The property shall be made available, free of expense to the Contractor, in the quantities and at the times specified at the following location: NUWC Division Newport, RI.

(2) Government Furnished Information (GFI) shall be provided as identified in the Statement of Work and specifications. Unless specified otherwise, GFI will be furnished within 30 days after contract award.

(b) Only the identified items, in the quantity shown, will be furnished by the Government; however, additional Government property may be made available for use on individual orders. All other material required for the performance of this contract shall be furnished by the Contractor. GFP furnished under this contract is for use exclusively under this contract unless specified otherwise in writing by the Contracting Officer.

(c) All Government Property furnished under this contract shall be returned to NUWC DIVNPT at the completion of the contract unless otherwise specified. The Contractor shall immediately advise the Contracting Officer, in writing, of any property lost, damaged, or transferred out of the Contractor's possession.

H71 CONTROL OF TECHNICAL DATA (JUN 2002)

(a) The Contractor shall distribute data items according to the distribution shown on the Contract Data Requirements List(s) (CDRL), provided as an Exhibit to this contract. The Contractor shall not distribute, release, or show data items or other technical data to third parties except with the written permission of the Contracting Officer.

(b) All copies of CDRL items under this contract, regardless of distribution, shall be marked on the report cover with the following information:

- (1) Naval Undersea Warfare Center Division, Newport
- (2) Contract, Order, and ELIN Numbers
- (3) Report Title
- (4) Date of Report
- (5) Contractor (division which generated the report)

(c) Release of all technical data is subject to NUWC DIVNPT INSTRUCTION 5570.1H, OPNAVINST 5510.161 and DoD Directive 5230.25 (or appropriate superseding document).

H81 TRAVEL COSTS AND RESPONSIBILITIES

(a) Performance under this contract may require travel by contractor personnel. If travel, domestic or overseas, is required, the Contractor shall be responsible for making all needed arrangements for his personnel. This includes, but is not limited to, medical examinations; immunizations; passports, visas, etc. and security clearances. If any work will take place on a U.S. Navy vessel, the Contractor shall obtain boarding authorization for all contractor personnel from the Commanding Officer of the vessel. Authorization shall be obtained prior to boarding.

(b) The Government will reimburse the Contractor for allowable travel costs incurred by the Contractor in performance of the contract in accordance with FAR subpart 31.2 or 31.3 as applicable.

SECTION I CONTRACT CLAUSES

The following contract clauses are hereby incorporated by reference:

<u>Number</u>	<u>Title</u>	<u>Date</u>
252.201-7000	CONTRACTING OFFICER'S REPRESENTATIVE	(DEC 1991)
52.202-1	DEFINITIONS	(DEC 2001)
52.203-3	GRATUITIES	(APR 1984)
52.203-5	COVENANT AGAINST CONTINGENT FEES	(APR 1984)
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	(JUL 1995)
52.203-7	ANTI-KICKBACK PROCEDURES	(JUL 1995)
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	(JAN 1997)
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	(JAN 1997)
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	(JUN 2003)
252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES	(MAR 1999)
252.203-7002	DISPLAY OF DOD HOTLINE POSTER	(DEC 1991)
52.204-2	SECURITY REQUIREMENTS	(AUG 1996)
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	(AUG 2000)
252.204-7000	DISCLOSURE OF INFORMATION	(DEC 1991)
252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	(APR 1992)
252.204-7004	REQUIRED CENTRAL CONTRACTOR REGISTRATION	(MAR 2000)
252.204-7005	ORAL ATTESTATION OF SECURITY RESPONSIBILITIES	(AUG 1999)
252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	(DEC 1991)
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	(JUL 1995)
252.209-7000	ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY	(NOV 1995)
252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY	(MAR 1998)
52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	(SEP 1990)
52.215-2	AUDIT AND RECORDS - NEGOTIATION	(JUN 1999)
52.215-8	ORDER OF PRECEDENCE -- UNIFORM CONTRACT FORMAT	(OCT 1997)
52.215-14	INTEGRITY OF UNIT PRICES	(OCT 1997)
52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS	(DEC 1998)
52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POST-RETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS	(OCT 1997)
52.215-19	NOTIFICATION OF OWNERSHIP CHANGES	(OCT 1997)
52.216-7	ALLOWABLE COST AND PAYMENT	(DEC 2002)
52.216-8	FIXED FEE	(MAR 1997)
52.216-18	ORDERING	(OCT 1995)
	para.(a) fill-in: from <u>date of contract award</u>	
	para.(a) fill-in: through <u>fifty-eight (58) months thereafter.</u>	
52.216-19	ORDER LIMITATIONS	(OCT 1995)
	para.(a) fill-in: less than <u>\$10,000,</u>	
	para.(b)(1) fill-in: in excess of <u>\$500,000;</u>	
	para.(b)(2) fill-in: in excess of <u>\$1,000,000;</u>	
	para.(b)(3) fill-in: within <u>thirty (30) days...</u>	

52.216-22	para.(d) fill-in: within <u>five (5) working days...</u> INDEFINITE QUANTITY	(OCT 1995)
52.219-4	para.(d) fill-in: after <u>sicty (60) months after contract award.</u> NOTICE OF PRICE EVALUATION FOR HUBZONE SMALL BUSINESS CONCERNS ____ Offer elects to waive the evaluation preference.	(JAN 1999)
52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE	(JUN 2003)
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	(OCT 2000)
52.219-14	LIMITATIONS ON SUBCONTRACTING	(DEC 1996)
52.222-2	PAYMENT FOR OVERTIME PREMIUMS para.(a) fill-in: <u>\$0.00</u>	(JUL 1990)
52.222-3	CONVICT LABOR	(JUN 2003)
52.222-21	PROHIBITION OF SEGREGATED FACILITIES	(FEB 1999)
52.222-26	EQUAL OPPORTUNITY	(FEB 1999)
52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	(DEC 2001)
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	(JUN 1998)
52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	(DEC 2001)
252.222-7000	RESTRICTIONS ON EMPLOYMENT OF PERSONNEL para.(a) fill-in: contract work in <u>Hawaii and Alaska</u>	(MAR 2000)
52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION	(AUG 2003)
52.223-6	DRUG-FREE WORKPLACE	(MAY 2001)
52.223-14	TOXIC CHEMICAL RELEASE REPORTING	(AUG 2003)
252.223-7004	DRUG-FREE WORK FORCE	(SEP 1988)
252.223-7006	PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS	(APR 1993)
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (DEV)	(JUL 2003)
252.225-7004	REPORTING OF CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES	(APR 2003)
252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	(FEB 2003)
252.225-7027	RESTRICTION ON CONTINGENT FEES FOR FOREIGN MILITARY SALES	(APR 2003)
252.225-7028	Para. (b)(1) fill-in: Government(s) of _____ EXCLUSIONARY POLICIES AND PRACTICES OF FOREIGN GOVERNMENTS	(APR 2003)
252.225-7043	ANTITERRORISM/FORCE PROTECTION POLICY FOR DEFENSE CONTRACTORS OUTSIDE THE UNITED STATES	(JUN 1998)
252.226-7001	para.(c) fill-in: Naval Criminal Investigative Service (NCIS), Code 24; telephone, DSN 228-9113 or commercial 202-433-9113 UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES--DOD CONTRACTS	(SEP 2001)
52.227-1	AUTHORIZATION AND CONSENT	(JUL 1995)
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	(AUG 1996)
252.227-7013	RIGHTS IN TECHNICAL DATA -- NONCOMMERCIAL ITEMS	(NOV 1995)
252.227-7014	RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION	(JUN 1995)
252.227-7015	TECHNICAL DATA -- COMMERCIAL ITEMS	(NOV 1995)
252.227-7016	RIGHTS IN BID OR PROPOSAL INFORMATION	(JUN 1995)
252.227-7019	VALIDATION OF ASSERTED RESTRICTIONS -- COMPUTER SOFTWARE.	(JUN 1995)
252.227-7025	LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS	(JUN 1995)

252.227-7030	TECHNICAL DATA - WITHHOLDING OF PAYMENT	(MAR 2000)
252.227-7036	DECLARATION OF TECHNICAL DATA CONFORMITY	(JAN 1997)
252.227-7037	VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA	(SEP 1999)
52.228-7	INSURANCE - LIABILITY TO THIRD PERSONS	(MAR 1996)
252.231-7000	SUPPLEMENTAL COST PRINCIPLES	(DEC 1991)
52.232-9	LIMITATION ON WITHHOLDING OF PAYMENTS	(APR 1984)
52.232-17	INTEREST	(JUN 1996)
52.232-20	LIMITATION OF COST	(APR 1984)
52.232-22	LIMITATION OF FUNDS	(APR 1984)
52.232-23	ASSIGNMENT OF CLAIMS - ALT I (APR 1984)	(JAN 1986)
52.232-25	PROMPT PAYMENT - ALT I (FEB 2002)	(FEB 2002)
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER – CENTRAL CONTRACTOR REGISTRATION	(MAY 1999)
252.232-7003	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS	(MAR 2003)
52.233-1	DISPUTES	(DEC 1998)
52.233-3	PROTEST AFTER AWARD - ALT I (JUN 1985)	(AUG 1996)
252.235-7010	ACKNOWLEDGMENT OF SUPPORT AND DISCLAIMER	(MAY 1995)
252.235-7011	FINAL SCIENTIFIC OR TECHNICAL REPORT	(SEP 1999)
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT AND VEGETATION	(APR 1984)
52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	(APR 1984)
52.242-3	PENALTIES FOR UNALLOWABLE COSTS	(MAY 2001)
52.242-4	CERTIFICATION OF INDIRECT COSTS	(JAN 1997)
52.242-13	BANKRUPTCY	(JUL 1995)
252.242-7000	POSTAWARD CONFERENCE	(DEC 1991)
52.242-7004	MATERIAL MANAGEMENT AND ACCOUNTING SYSTEM	(DEC 2000)
52.243-2	CHANGES - COST REIMBURSEMENT - ALT II (APR 1984)	(AUG 1987)
252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT	(MAR 1998)
52.244-2	SUBCONTRACTS – ALT I (AUG 1998)	(AUG 1998)
52.244-5	COMPETITION IN SUBCONTRACTING	(DEC 1996)
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	(APR 2003)
252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS	(MAR 2000)
52.245-5	GOVERNMENT PROPERTY (COST REIMBURSEMENT, TIME AND MATERIAL, OR LABOR-HOUR CONTRACTS) (DEV)	(JAN 1986)
252.245-7001	REPORTS OF GOVERNMENT PROPERTY	(MAY 1994)
52.246-23	LIMITATION OF LIABILITY	(FEB 1997)
52.247-1	COMMERCIAL BILL OF LADING NOTATIONS para.(a) fill-in: Naval Undersea Warfare Center, Division Newport para.(b) fill-in: Naval Undersea Warfare Center, Division Newport para (b) fill-in: contacting the office identified in block 12 of the SF 1447.	(APR 1984)
52.247-63	PREFERENCE FOR U.S.-FLAG AIR CARRIERS	(JUN 2003)
52.247-67	SUBMISSION OF COMMERCIAL TRANSPORTATION BILLS TO THE GENERAL SERVICES ADMINISTRATION FOR AUDIT	(JUN 1997)
252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA	(MAY 2002)
52.248-1	VALUE ENGINEERING	(FEB 2000)
52.249-6	TERMINATION (COST REIMBURSEMENT)	(SEP 1996)
52.249-14	EXCUSABLE DELAYS	(APR 1984)
52.253-1	COMPUTER GENERATED FORMS	(JAN 1991)

I45-9 USE AND CHARGES (FAR 52.245-9) (APR 1984) (DEVIATION)

(a) Definitions. As used in this clause - -

Acquisition cost means the acquisition cost recorded in the Contractor's property control system or, in the absence of such record, the value attributed by the Government to a government property item for purposes of determining a reasonable rental charge.

Government property means property owned or leased by the Government.

Real property means land and rights in land, ground improvements, utility distribution systems, and buildings and other structures. It does not include foundations and other work necessary for installing special tooling, special test equipment, or equipment.

Rental period means the calendar period during which government property is made available for commercial purposes.

Rental time means the number of hours, to the nearest whole hour, rented property is actually used for commercial purposes. It includes time to set up the property for such purposes, perform required maintenance, and restore the property to its condition prior to rental (less normal wear and tear).

(b) General.

(1) Rental requests must be submitted to the administrative Contracting Officer, identify the property for which rental is requested, propose a rental period, and calculate an estimated rental charge by using the Contractor's best estimate of rental time in the formulae described in paragraph (c) of this clause.

(2) The Contractor shall not use government property for commercial purposes, including Independent Research and Development, until a rental charge for real property, or estimated rental charge for other property, is agreed upon. Rented property shall be used only on a noninterference basis.

(c) Rental charge.

(1) Real property and associated fixtures.

(i) The Contractor shall obtain, at its expense, a property appraisal from an independent licensed, accredited, or certified appraiser that computes a monthly, daily, or hourly rental rate for comparable commercial property. The appraisal may be used to compute rentals under this clause throughout its effective period or, if an effective period is not stated in the appraisal, for 1 year following the date the appraisal was performed. The Contractor shall submit the appraisal to the administrative Contracting Officer at least 30 days prior to the date the property is needed for commercial use. Except as provided in paragraph (c)(1)(iii) of this clause, the administrative Contracting Officer shall use the appraisal rental rate to determine a reasonable rental charge.

(ii) Rental charges shall be determined by multiplying the rental time by the appraisal rental rate expressed as a rate per hour. Monthly or daily appraisal rental rates shall be divided by 720 or 24, respectively, to determine an hourly rental rate.

(iii) When the administrative Contracting Officer has reason to believe the appraisal rental rate is not reasonable, he or she shall promptly notify the Contractor and provide his or her rationale. The parties may agree on an alternate means for computing a reasonable rental charge.

(2) Other government property. The Contractor may elect to calculate the final rental charge using the appraisal method described in paragraph (c)(1) of this clause subject to the constraints therein or the following formula in which rental time shall be expressed in increments of not less than 1 hour with portions of hours rounded to the next higher hour - -

$$\text{Rental charge} = (\text{Rental Time in hours}) (.02 \text{ per month}) (\text{Acquisition Cost})$$
$$720 \text{ hours per month}$$

(3) Alternate methodology. The Contractor may request consideration of an alternate basis for computing the rental charge if it considers the monthly rental rate or a time-based rental unreasonable or impractical.

(d) Rental payments.

(1) Rent is due at the time and place specified by the Contracting Officer. If a time is not specified, the rental is due 60 days following completion of the rental period. The Contractor shall calculate the rental due, and furnish records or other supporting data in sufficient detail to permit the administrative Contracting Officer to verify the rental time and computation. Unless otherwise permitted by law, payment shall be made by check payable to the Treasurer of the United States and sent to the contract administration office identified in this contract or by electronic funds transfer to that office.

(2) Interest will be charged if payment is not made by the specified payment date or, in the absence of a specified date, the 61st day following completion of the rental period. Interest will accrue at the "Renegotiation Board Interest Rate" (published in the Federal Register semiannually on or about January 1st and July 1st) for the period in which the rent is due.

(3) The Government's acceptance of any rental payment under this clause, in whole or in part, shall not be construed as a waiver or relinquishment of any rights it may have against the contractor stemming from the Contractor's unauthorized use of government property or any other failure to perform this contract according to its terms.

(e) Use revocation. At any time during the rental period, the Government may revoke commercial use authorization and require the Contractor, at the Contractor's expense, to return the property to the Government, restore the property to its pre-rental condition (less normal wear and tear), or both.

(f) Unauthorized use. The unauthorized use of government property can subject a person to fines, imprisonment, or both, under 18 U.S.C. 641.

I52-2 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <http://www.arnet.gov/far/>

SECTION J LIST OF ATTACHMENTS

J11 LIST OF ATTACHMENTS – IDIQ (FEB 2002)

<u>EXHIBIT</u>	<u>TITLE</u>	<u>PAGES</u>
"A"	DD Form 1423, Contract Data Requirements List- Informational DID Listing	2

ATTACHMENT

1	Statement of Work	6
2	Personnel Qualifications Sheet	20
3	DD Form 254, Contract Security Specification	3
4	Contract Administration Master Plan (CAMP)	2
5	(This number intentionally not used)	--
6	Government Property Made Available	1
7	Prospective Fee Rate Reduction Incentive Plan	6
8	Personnel Data Form	1
9	Performance Requirements Summary Table	3
10	Cost Summary Sheet	1
11	Comments in the Interest of Competition	1

**SECTION K REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS
OF OFFERORS OR RESPONDENTS**

The following solicitation provisions are hereby incorporated by reference:

<u>Number</u>	<u>Title</u>	<u>Date</u>
52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	(APR 1991)
252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL	(APR 2003)

K16 OFFEROR DATA (APR 2002)

(a) Offerors shall provide the data requested below. Provide the data for each subcontractor exceeding \$100,000.

(b) Contractor Identification Data.

DUNS Number _____

CAGE Code _____

(b) Contractor Systems Approval Data. Explain any disapproval, or approval pending, etc. in the cost proposal.

(1) Accounting System (All contracts other than Firm Fixed Price)

Date Submitted _____ Date Approved _____ By _____

Limitations _____

(2) Cost Accounting Standards Disclosure Statement (Large Businesses Only)

Date Submitted _____ Date Approved _____ By _____

Latest Revision of CASB

Date Submitted _____ Date Approved _____ By _____

Potential Non-Compliances (As notified by ACO) _____

(3) Purchasing System (See FAR 44.302)

Date Submitted _____ Date Approved _____ By _____

(4) Forward Pricing Rate Agreement (If Applicable)

Date Submitted _____ Date Approved _____ By _____

(5) Facilities Clearance (Security) (If Required by DD Form 254)

Date Submitted _____ Date Approved _____ By _____

(c) Contract Administration Data. Identify the cognizant Defense Contracting Management (DCM) Agency and Defense Contract Audit Agency (DCAA) offices.

DCM Office _____

ACO (or POC) Name and Telephone _____

DCAA Office _____

Auditor (or POC) Name and Telephone _____

K04-3 TAXPAYER IDENTIFICATION (FAR 52.204-3) (OCT 1998)

(a) Definitions.

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

☐ TIN: _____

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government;

(e) Type of organization.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other _____.

(f) Common Parent.

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

☐ Name and TIN of common parent:

Name: _____

TIN: _____

**K04-5 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (FAR 52.204-5)
(MAY 1999)**

(a) *Definition.* "Women-owned business concern," as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) *Representation.* [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The offeror represents that it ☐ is, ☐ is not a women-owned business concern.

K09-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (FAR 52.209-5) (DEC 2001)

(a) (1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

(A) Are ☐, are not ☐, presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ☐, have not ☐, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are ☐, are not ☐, presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(D) of this provision.

(ii) The Offeror has ☐, has not ☐, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

K09-7001 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (DFARS 252.209-7001) (MAR 1998)

(a) Definitions. As used in this provision--

(1) "Government of a terrorist country" includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.

(2) "Terrorist country" means a country determined by the Secretary of State, under section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the government of which has repeatedly provided support for acts of international terrorism. As of the date of this provision, terrorist countries include: Cuba, Iran, Iraq, Libya, North Korea, Sudan, and Syria.

(3) "Significant interest" means--

(i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "nominee shares", "street names", or some other method of holding securities that does not disclose the beneficial owner;

(ii) Holding a management position in the firm such as director or officer;

(iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;

(iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or

(v) Holding 50 percent or more of the indebtedness of a firm.

(b) Prohibition on award. In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or a subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary or, in the case of a subsidiary, the firm that owns the subsidiary, unless a waiver is granted by the Secretary of Defense.

(c) Disclosure. If the government of a terrorist country has a significant interest in the Offeror or a subsidiary of the Offeror, the Offeror shall disclose such interest in an attachment to its offer. If the Offeror is a subsidiary, it shall also disclose any significant interest the government of a terrorist country has in any firm that owns or controls the subsidiary. The disclosure shall include-

(1) Identification of each government holding a significant interest; and

(2) A description of the significant interest held by each Government.

K09-7002 DISCLOSURE OF OWNERSHIP OR CONTROL BY A FOREIGN GOVERNMENT (DFARS 252.209-7002) (SEP 1994)

(a) Definitions. As used in this provision--

(1) Effectively owned or controlled means that a foreign government or any entity controlled by a foreign government has the power, either directly or indirectly, whether exercised or exercisable, to control the election, appointment, or tenure of the Offeror's officers or a majority of the Offeror's board of directors by any means, e.g., ownership, contract, or operation of law (or equivalent power for unincorporated organizations).

(2) Entity controlled by a foreign government--

(i) Means--

(A) Any domestic or foreign organization or corporation that is effectively owned or controlled by a foreign government; or

(B) Any individual acting on behalf of a foreign government.

(ii) Does not include an organization or corporation that is owned, but is not controlled, either directly or indirectly, by a foreign government if the ownership of that organization or corporation by that foreign government was effective before October 23, 1992.

(3) Foreign government includes the state and the government of any country (other than the United States and its possessions and trust territories) as well as any political subdivision, agency, or instrumentality thereof.

(4) "Proscribed information" means--

- (i) Top Secret information;
- (ii) Communications Security (COMSEC) information, except classified keys used to operate secure telephone units (STU IIIs);
- (iii) Restricted Data as defined in the U.S. Atomic Energy Act of 1954, as amended;
- (iv) Special Access Program (SAP) information; or
- (v) Sensitive Compartmented Information (SCI).

(b) Prohibition on award. No contract under a national security program may be awarded to an entity controlled by a foreign government if that entity requires access to proscribed information to perform the contract, unless the Secretary of Defense or a designee has waived application of 10 U.S.C. 2536(a).

(c) Disclosure. The Offeror shall disclose any interest a foreign government has in the Offeror when that interest constitutes control by a foreign government as defined in this provision. If the Offeror is a subsidiary, it shall also disclose any reportable interest a foreign government has in any entity that owns or controls the subsidiary, including reportable interest concerning the Offeror's immediate parent, intermediate parents, and the ultimate parent. Use separate paper as needed, and provide the information in the following format:

Offeror's Point of Contact for Questions about Disclosure

(Name and Phone Number with Country Code, City Code and Area Code, as applicable)

Name and Address of Offeror

Name and Address of Entity Controlled by a
Foreign Government

Description of Interest, Ownership Percentage,
and Identification of Foreign Government

K15-6 PLACE OF PERFORMANCE (FAR 52.215-6) (OCT 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, ☐ intends, ☐ does not intend [*check applicable box*] to use one or more plants or facilities at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of Performance
(Street Address, City,
County, State, Zip Code)

Name and Address of Owner and
Operator of the Plant or Facility
if other than offeror or respondent

K19-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (FAR 52.219-1) (APR 2002) – ALT I (APR 2002)

(a) (1) The North American Industry Classification System (NAICS) code for this acquisition is set forth in block 8 of the SF 1447, Page 1 of this solicitation.

(2) The small business size standard is set forth in block 8 of the SF 1447, Page 1 of this solicitation.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations.

- (1) The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.
- (2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it ☐ is, ☐ is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.
- (3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it ☐ is, ☐ is not a women-owned small business concern.
- (4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.
- (5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.
- (6) (Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, as part of its offer, that –
- (i) It ☐ is, ☐ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office of ownership, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and
- (ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.
- (7) [Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.] The offeror shall check the category in which its ownership falls:
- ☐ Black American.
- ☐ Hispanic American.
- ☐ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).
- ☐ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).
- ☐ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

☐ Individual/concern, other than one of the preceding.

(c) Definitions. As used in this provision--

“Service-disabled veteran-owned small business concern” -

(1) Means a small business concern -

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

“Small business concern,” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

“Veteran-owned small business concern” means a small business concern -

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

“Women-owned small business concern,” means a small business concern--

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm’s status as a small, HUBZone small, small disadvantaged or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to sections 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall --

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

K19-22 SMALL DISADVANTAGED BUSINESS STATUS (FAR 52.219-22) (OCT 1999)

(a) General. This provision is used to assess an offeror’s small disadvantaged business status for the purpose of obtaining a benefit on this solicitation. Status as a small business and status as a small disadvantaged business for general statistical purposes is covered by the provision at FAR 52.219-1, Small Business Program Representation.

(b) Representations.

(1) General. The offeror represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either --

☐ (i) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(A) No material change in disadvantaged ownership and control has occurred since its certification;

(B) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(C) It is identified, on the date of its representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net); or

☐ (ii) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 134 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(2) ☐ For Joint Ventures. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements at 13 CFR 124.1002(f) and that the representation in paragraph (b)(1) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture:

_____.]

(c) Penalties and Remedies. Anyone who misrepresents any aspects of the disadvantaged status of a concern for the purposes of securing a contract or subcontract shall -

(1) Be punished by imposition of a fine, imprisonment, or both;

(2) Be subject to administrative remedies, including suspension and debarment; and

(3) Be ineligible for participation in programs conducted under the authority of the Small Business Act.

K22-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FAR 52.222-22) (FEB 1999)

The offeror represents that-

(a) It ☐ has, ☐ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) It ☐ has, ☐ has not, filed all required compliance reports, and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

K22-25 AFFIRMATIVE ACTION COMPLIANCE (FAR 52.222-25) (APR 1984)

The offeror represents that -

(a) It ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or

(b) It ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

K22-38 COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS (DEC 2001)

By submission of its offer, the offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d) (i.e., if it has any contract containing Federal Acquisition Regulation clause 52.222-37, Employment

Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans), it has submitted the most recent VETS-100 Report required by that clause.

**K23-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (FAR 52.223-13)
(AUG 2003)**

(a) Executive Order 13148, of April 21, 2000, Greening the Government through Leadership in Environmental Management, requires submission of this certification as a prerequisite for contract award.

(b) By signing this offer, the offeror certifies that---

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or--

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: *[Check each block that is applicable.]*-

☐ (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;

☐ (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

☐ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

☐ (iv) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System sectors:

(A) Major group code 10 (except 1011, 1081, and 1094).

(B) Major group code 12 (except 1241).

(C) Major group codes 20 through 39.

(D) Industry code 4911, 4931, 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).

(E) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, *et seq.*)), or 5169, 5171, 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or

☐ (v) The facility is not located within any State of the United States or its outlying areas.

**K25-7003 REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES
(DFARS 252.225-7003) (APR 2003)**

- (a) The offeror shall submit a Report of Contract Performance Outside the United States, with its offer, if-
- (1) The offer exceeds \$10 million in value; and
 - (2) The offeror is aware that the offeror or a first-tier subcontractor intends to perform any part of the contract outside the United States and Canada that-
 - (i) Exceeds \$500,000 in value; and
 - (ii) Could be performed inside the United States or Canada.
- (b) Information to be reported includes that for-
- (1) Subcontracts;
 - (2) Purchases; and
 - (3) Intracompany transfers when transfers originate in a foreign location.
- (c) The offeror shall submit the report using-
- (1) DD Form 2139, Report of Contract Performance Outside the United States; or
 - (2) A computer-generated report that contains all information required by DD Form 2139.
- (d) The offeror may obtain a copy of DD Form 2139 from the Contracting Officer.

**K27-7017 IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE
RESTRICTIONS (DFARS 252.227-7017) (JUN 1995)**

- (a) The terms used in this provision are defined in following clause or clauses contained in this solicitation--
- (1) If a successful offeror will be required to deliver technical data, the Rights in Technical Data--Noncommercial Items clause, or, if this solicitation contemplates a contract under the Small Business Innovative Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovative Research (SBIR) Program clause.
 - (2) If a successful offeror will not be required to deliver technical data, the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause, or, if this solicitation contemplates a contract under the Small Business Innovative Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovative Research (SBIR) Program clause.
- (b) The identification and assertion requirements in this provision apply only to technical data, including computer software documents, or computer software to be delivered with other than unlimited rights. For contracts to be awarded under the Small Business Innovative Research Program, the notification requirements do not apply to technical data or computer software that will be generated under the resulting contract. Notification and identification is not required for restrictions based solely on copyright.
- (c) Offers submitted in response to this solicitation shall identify, to the extent known at the time an offer is submitted to the Government, the technical data or computer software that the Offeror, its subcontractors or suppliers, or potential subcontractors or suppliers, assert should be furnished to the Government with restrictions on use, release, or disclosure.
- (d) The Offeror's assertions, including the assertions of its subcontractors or suppliers or potential subcontractors or suppliers shall be submitted as an attachment to its offer in the following format, dated and signed by an official authorized to contractually obligate the Offeror:

Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Technical Data or Computer Software.

The Offeror asserts for itself, or the persons identified below, that the Government's rights to use, release, or disclose the following technical data or computer software should be restricted:

Technical Data or Computer Software to be Furnished With Restrictions *	Basis for Assertion **	Asserted Rights Category ***	Name of Person Asserting Restrictions ****
(LIST)*****	(LIST)	(LIST)	(LIST)

* For technical data (other than computer software documentation) pertaining to items, components, or processes developed at private expense, identify both the deliverable technical data and each such items, component, or process. For computer software or computer software documentation identify the software or documentation.

** Generally, development at private expense, either exclusively or partially, is the only basis for asserting restrictions. For technical data, other than computer software documentation, development refers to development of the item, component, or process to which the data pertain. The Government's rights in computer software documentation generally may not be restricted. For computer software, development refers to the software. Indicate whether development was accomplished exclusively or partially at private expense. If development was not accomplished at private expense, or for computer software documentation, enter the specific basis for asserting restrictions.

*** Enter asserted rights category (e.g., government purpose license rights from a prior contract, rights in SBIR data generated under another contract, limited, restricted, or government purpose rights under this or a prior contract, or specially negotiated licenses).

**** Corporation, individual, or other person, as appropriate.

***** Enter "none" when all data or software will be submitted without restrictions.

Date _____

Printed Name and Title _____

Signature _____

(End of identification and assertion)

(e) An offeror's failure to submit, complete, or sign the notification and identification required by paragraph (d) of this provision with its offer may render the offer ineligible for award.

(f) If the Offeror is awarded a contract, the assertions identified in paragraph (d) of this provision shall be listed in an attachment to that contract. Upon request by the Contracting Officer, the Offeror shall provide sufficient information to enable the Contracting Officer to evaluate any listed assertion.

**K47-022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (DFARS 252.247-7022)
(AUG 1992)**

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it--

☐ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

☐ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

SECTION L INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR QUOTERS

The following solicitation provisions are hereby incorporated by reference:

<u>Number</u>	<u>Title</u>	<u>Date</u>
52.204-6	DATA UNIVERSAL NUMBERING SYSTEM (DUNS)	(JUN 1999)
252.204-7001	COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING	(AUG 1999)
52.211-14	NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE check one: _____ DX or <u>X</u> DO rated order	(SEP 1990)
52.214-35	SUBMISSION OF OFFERS IN U. S. CURRENCY	(APR 1991)
52.215-16	FACILITIES CAPITAL COST OF MONEY	(JUN 2003)
52.222-24	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION	(FEB 1999)
52.222-46	EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES	(FEB 1993)
252.227-7028	TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT	(JUN 1995)
52.237-10	IDENTIFICATION OF UNCOMPENSATED OVERTIME	(OCT 1997)

L2 OTHER INSTRUCTIONS TO OFFERORS (NOV 1999)

(a) It is the offeror's responsibility to ensure delivery of the proposal to the Bid Depository by the time and date specified on the solicitation form. FAR Provision 52.215-1 provides regulatory guidance concerning the timeliness of bids or proposals. Offerors should read this provision before determining which method of transmittal is appropriate.

(b) Clearly indicate the solicitation number and the closing time and date on the outside of the package containing the offer.

(c) Offerors are cautioned that certain prior approval procedures (e.g., visitor's pass, badging, etc.) must be followed to gain access to the Naval Station Newport. These procedures may cause time delays and are considered part of the responsibility of the offeror.

L3 PRE-AWARD POINT OF CONTACT

The Contract Negotiator assists the Contracting Officer, and is responsible for negotiation of the contract during the pre-award phase. The Contract Negotiator is the preferred point of contact for questions and problem reporting, and should be contacted first for all pre-award matters. The contract negotiator is identified in Block 7 of the SF 1447.

L4 FACSIMILE PROPOSALS AND BIDS NOT AUTHORIZED

Facsimile proposals (bids) are not authorized for this acquisition. "Facsimile proposal (bid)," as used in this solicitation, means a proposal (bid), modification of a proposal (bid), or withdrawal of a proposal (bid) that is transmitted to and received by the Government via electronic equipment that communicates and reproduces both printed and handwritten material.

L5 REQUIREMENTS FOR OFFEROR COMPLETION (APR 2002)

Certain sections of this solicitation require the offeror to provide information. The list that follows indicates the clauses, provisions and attachments that require offeror completion and that may be included in this solicitation. Offerors should review the solicitation carefully and insert relevant data wherever required.

Section A - Forms. SF1447 (Solicitation/Contract). Blocks 11, 13, 15, 21, 22, 27 and the back of the form.

Section B - Supplies/Services and Prices. Clauses B10 through B20

Section F - Deliveries or Performance. Clauses F10 through F17, F40, F11-8, F11-9, F47-33, and F47-60

Section G - Contract Administration Data. Clauses G12, G14, and G15

Section H - Special Contract Requirements. Clause H51

Section I - Contract Clauses. Clauses I08-000, I09-1, I16-2, I16-3, I16-001, I22-48, I23-3, I23-9A, and I23-001

Section K - Representations, Certifications, and Other Statements of Offeror.

All required certifications and representations

Section L - Instructions, Conditions, and Notices to Offerors. Clauses L10, L43, and L14-21A

Section M - Evaluation Factors for Award. Clauses M20, M21, M47-51, M47-51A, M47-51B, and M47-51C

Section J - Attachments. Numbers 2, 8, 10, and 12

L9 AVAILABILITY OF REQUIRED FORMS AND PUBLICATIONS

(a) Offerors will need a variety of required Government forms and publications in submitting offers and performing the contract. These are available as specified below; payment may be necessary.

(1) Forms listed in FAR Section 53 (Standard Forms and Optional Forms) are available per FAR 53.107(b) from the Superintendent of Documents, GPO, Washington, DC 20402. This is the best source of all Federal, non-DoD publications and documents.

(2) Forms listed in DFARS Section 53 (DD Forms) are available from the same activity as specifications (See Section L, FAR 52.211-2). This is the best source of DoD publications and documents.

(3) Forms may also be available through the offeror's cognizant Administrative Contracting Officer.

(4) In addition to Government sources, items may be available from public libraries and commercial sources.

(b) All NUWC Division, Newport specific forms are attached; see Section J.

L22 NOTICE OF ORGANIZATIONAL CONFLICT OF INTEREST CLAUSE

(a) Pursuant to FAR Subpart 9.5, the Contracting Officer has included one or more clauses on organizational conflicts of interest within Section H of this solicitation, to become part of any resultant contract.

(b) The successful contractor will be subject to the restrictions in such clause(s) for the period specified therein.

(c) The specific language of the clauses and the applicability of FAR Subpart 9.5 to this procurement is subject to negotiation prior to submission of best and final offers. Any offeror taking exception to the terms of the clause(s), shall submit proposed revised clause(s) and shall demonstrate in its proposal how the revised clause(s) will protect the Government's interest. State clearly whether the offer is conditioned upon Government approval of the revised clause(s).

L30 PROPOSAL SUBMISSION - GENERAL REQUIREMENTS (APR 2003)

(a) Offerors must respond to all requirements of the solicitation document. Submit proposals to the address indicated in block 7 of the SF1447.

(b) Proposal Format. This section specifies the format that offerors shall use in submitting proposals in response to this solicitation. The intent is to provide a certain degree of uniformity in the format of the proposals to ensure a complete, fair and efficient evaluation.

(1) Partition. Offerors are required to submit their proposals in separate parts as follows:

- (i) Letter of Transmittal, if any
- (ii) Original plus 2 copies of the signed solicitation document with all the required fill-ins completed. Staple this document together for submittal. ***Do not alter or punch holes in the solicitation document.***
- (iii) Volume I - Technical Proposal - Include all data and information required for evaluation as set forth in the provision entitled, "Technical Proposal". Exclude any reference to the pricing aspects of the offer.
- (iv) Volume II - Cost/Price Proposal - Include all data and information required for evaluation as set forth in the provision entitled, "Cost Proposal".
- (v) Page Limits and Copies.

<u>Volume</u>	<u>Maximum Number of Pages</u>	<u>Copies Required</u>
Volume I - Technical	— (Not including Personnel Qualification Sheets, Personnel Data Forms or Past Performance Data, if any.)	Original plus 6 copies
Volume II - Cost	<i>No Limit</i>	Original plus 1 copy

Important Note: Offerors shall not include CLASSIFIED material in the volumes.

(2) General Format and Markings.

- (i) The text of the proposal shall be printed single sided on 8 1/2 by 11 inch paper. Pages shall be consecutively numbered. Type size shall be 10 point "Times" font or equivalent, uncompressed and unreduced. Text shall be single-spaced with margins of at least one inch on all sides. Foldout pages up to 11 x 17 inches may be used for diagrams, charts or graphic material with type size(s) left to the discretion of the offeror.
- (ii) Provide a Table of Contents in sufficient detail so that the important proposal elements can be easily located. The use of tabs and dividers is encouraged. The proposal Title Page will include all information required in (iii) below plus identification of copies bearing original authorizing signatures.
- (iii) The Cost and Technical volumes shall be in standard three-ring loose-leaf binders that can be easily opened and closed. Binders shall be marked as follows:
 - Proposal Title
 - Proposal Category (Technical or Cost)
 - Volume number
 - Security classification (Unclassified only)
 - RFP number
 - Name and address of the offeror
 - Serial number/copy number
- (iv) Subcontractor data submitted directly to the Government in support of the prime offeror's cost proposal shall follow the format described above. Subcontractor submittals shall prominently identify the prime offeror.

(c) Style.

- (1) Submit a proposal that clearly and concisely describes and defines the contractor's response to the requirements contained in the solicitation. General or vague statements such as "standard procedures will be used" or "good engineering practices" will not satisfy this requirement.

(2) Do not elaborate unnecessarily or provide other presentations beyond that sufficient to present a complete and effective proposal. Elaborate artwork, expensive paper or bindings, and expensive visual or other presentation aids are neither necessary nor desired. Either of these may be construed as an indication of a lack of understanding or cost consciousness.

(3) Do not repeat information required in the responses in two or more proposal data requirements. Include detailed information in the area of the proposal where it contributes most critically. In other areas where a repeat discussion is necessary, provide a reference to the detailed discussion location.

(4) Provide all pertinent information in sufficient detail to permit evaluation of the proposal. Provide cross-references so that the Government can trace the various related discussions.

L31 TECHNICAL PROPOSAL (AUG 2001)

(a) Organization. In the Technical Proposal provide information and documentation in sufficient detail to clearly identify your overall qualifications. Divide the proposal into the following sections, in the order listed.

- Technical Approach
- Past Performance
- Personnel

(b) Personnel. In this section provide data concerning the qualifications of the personnel proposed.

(1) The offeror shall provide at least the number of personnel specified below in each of the categories listed. The sum of hours must equal the hours shown in Section B for each category.

KEY PERSONNEL

<u>Labor Category</u>	<u>Min. #</u>	<u>Min. #- Top Secret Clearance</u>	<u>Min. #- Secret Clearance</u>	<u>Min. # Confid. Clearance</u>
<u>Manager, Program/Project II</u>	<u>2</u>	<u>1</u>	<u>1</u>	
<u>Engineer, Design IV</u>	<u>1</u>	<u>1</u>		
<u>Engineer, Design III</u>	<u>2</u>		<u>2</u>	
<u>Specialist, Configuration Mgmt. III</u>	<u>4</u>		<u>3</u>	<u>1</u>
<u>Logistician III</u>	<u>4</u>		<u>3</u>	<u>1</u>

NON-KEY PERSONNEL

<u>Labor Category</u>	<u>Min. #</u>	<u>Min. #- Top Secret Clearance</u>	<u>Min. #- Secret Clearance</u>	<u>Min. # Confid. Clearance</u>
<u>Engineer, Systems III</u>	<u>2</u>		<u>2</u>	
<u>Engineer II</u>	<u>8</u>		<u>5</u>	<u>3</u>
<u>Computer Programmer III</u>	<u>1</u>		<u>1</u>	
<u>Technician, Elec/Elec. VI</u>	<u>1</u>		<u>1</u>	
<u>Technician, Mechanical III</u>	<u>1</u>			<u>1</u>
<u>Drafter IV</u>	<u>2</u>		<u>1</u>	<u>1</u>
<u>Analyst II</u>	<u>2</u>		<u>2</u>	
<u>Analyst I</u>	<u>2</u>		<u>1</u>	<u>1</u>
<u>Illustrator II</u>	<u>1</u>		<u>1</u>	
<u>Illustrator I</u>	<u>1</u>		<u>1</u>	

<u>Specialist, Configuration Mgmt I</u>	<u>8</u>		<u>2</u>	<u>6</u>
<u>Clerk, General II</u>	<u>2</u>		<u>1</u>	<u>1</u>
<u>Logistician II</u>	<u>2</u>		<u>1</u>	<u>1</u>
<u>Logistician I</u>	<u>2</u>			<u>2</u>
<u>Word Processor II</u>	<u>1</u>		<u>1</u>	

(i) Identify all non-Service Contract Act personnel proposed (see appropriate PQS for notation). ALL personnel proposed must meet the educational and experience qualifications specified on the Personnel Qualifications Sheet for their assigned labor category. Qualifications based on presumptions of future education or experience will be rated Unacceptable.

Note: Substitution of Key Personnel is subject to the "Key Personnel Requirements" clause in Section H.

(ii) Provide a certification signed by a responsible officer of the corporation that all Non-Key personnel meet the requirements shown on the Personnel Qualifications Sheets. Non-Key personnel qualifications need not be documented in the proposal, but data may be required during negotiations or performance if Non-Key personnel qualifications are questioned.

(iii) Identify all proposed personnel who are not currently employees of the offeror or proposed subcontractor, or who are proposed to permanently relocate. Provide a statement signed by that person indicating willingness to be hired or relocated if the contract is awarded to the offeror, and specifying compensation.

(iv) All personnel must have appropriate security clearances (as specified on DD Form 254, if attached).

(2) Personnel Qualifications Sheet (PQS). Remove the PQSs (Attachment #2) from the solicitation and complete each form. For all Non-SCA categories, list all personnel (whether Key or Non-Key) proposed for assignment. Identify the number of hours each will work and the corporate entity they represent. Include the completed PQSs in this section of the proposal.

(3) Personnel Data Form (PDF). Remove the PDF (Attachment #8) from the solicitation and supply the required information as explained below for each individual proposed as Key Personnel. Facsimiles and continuation sheets are permitted, and should follow the general format of the PDF. Place the PDFs behind the appropriate PQS in the proposal.

(i) Under "experience element", identify those areas of experience considered pertinent to the work required under the proposed acquisition.

(ii) Under "time period", indicate the period of time during which experience for the respective experience category was gained. Time periods may be concurrent for several elements.

(iii) Under "occasion", indicate job title, employer (Government activity or name of contractor) and the capacity in which the person worked to obtain the experience in that element.

(iv) Under "narrative", briefly describe or amplify total experience or other pertinent qualifications which specifically relate to this procurement. Also, identify the employees' depth of knowledge gained as a result of work experience; (i.e., a primary or collateral requirement of the job). Also indicate whether the employee is currently functioning as a key person under other contracts and describe their involvement under those contracts.

(4) Personnel Management.

(i) Identify the Senior Technical Representative (STR) designated to manage tasks. Include a Personnel Data Form (PDF) for the STR (if the STR's PDF is included elsewhere in the proposal, identify it's location, do not resubmit). Address the STR's authority, ability to independently commit company resources to performance under the contract, and the STR's line of communication to senior company management. Describe the STR's previous experience managing similar efforts. (Note: The contract does not require the STR to be a Key or Non-Key Person, directly charging to the contract.)

(ii) If the offeror proposes to perform any part of the required level of effort by employees working in excess of forty hours per week, regardless of compensation arrangement, provide the following information:

(A) Identify all hours in excess of forty hours per week by labor category whether at the prime or subcontract level.

(B) Provide a copy of the corporate policy addressing work in excess of 40 hours. Include an assessment of its impact on work effectiveness and specify the extent to which employees are required or encouraged to perform work in an excess of 40 hours.

(C) Identify the number of hours that will be performed without supervision and/or support personnel and an assessment of the productivity of such effort.

(D) Provide a schedule of times when employees will work hours in excess of 40 per week, such as 4:30 to 5:30 P.M. Mondays through Thursdays or 8:00 A.M. to 12:00 P.M. on Saturdays for a total of 44 hours per week.

(iii) Identify any proposed relocation of personnel. If you propose to use personnel at facilities outside the local commuting area (see Clause F30), demonstrate that they can be used effectively and efficiently, and that adequate management control exists over their use.

(c) Past Performance. In a separate attachment, provide information relative to past performance.

(1) Provide a list of all (maximum of 10) contracts and subcontracts with a value exceeding \$100,000 that are currently in process or have been completed during the past two years. If the maximum is exceeded, list the 10 most current actions. Contracts listed shall include those entered into with Federal, state or local governments as well as commercial customers. Offerors that are newly formed entities without prior contracts should list contracts and subcontracts as required above for all key personnel. Include the following information for each contract and subcontract:

- Contract Title
 - Date of Award
 - Name of contracting activity or commercial firm
 - Contract number
 - Contract type
 - Total contract value
 - Brief narrative (less than 20 lines) describing your involvement in the effort, complexity, objectives achieved, and types of personnel who performed under the contract. List ships or military systems involved, if any. List major subcontractors.
 - Procuring Contracting Officer* and telephone
 - Administrative Contracting Officer*, if different, and telephone
 - Government Program Manager* or COR, and telephone
- *Or non-Government official with similar duties or rank

(2) Describe any quality awards or certifications that indicate the offeror possesses a high-quality process for developing and producing the product or service required. Such awards or certifications include, for example, the Malcolm Baldrige Quality Award, the automobile industry's QS 9000, Sematech's SSQA, or ANSI/EIA-599. Identify what segment of the company (one division or the entire company) received the award or certification and when it was received. If the award or certification is over three years old, present evidence that the qualifications still apply.

(3) Provide similar past performance data for major subcontractors (those performing more than 25% of the effort).

(d) Technical Approach. The contractor shall discuss specific procedures, routines, methods, and processes that demonstrate it has a clear understanding of the scope and nature of the tasks in the Statement of Work. The contractor must address anticipated technical problems; propose solutions; and, address unique capabilities that could enhance its overall approach to the required tasks.

L33 ALTERNATE LABOR CATEGORIES

- (a) If an offeror's cost accounting system provides for direct charging of functions which would not be performed by the Labor Categories established in Section B (e.g., contract administration), the offeror may propose Additional (Non-Key) Labor Categories (ALC). The hours proposed for any ALC shall be in addition to the hours set forth by the Government and shall be sufficient to perform the contract. The proposed ALC hours should be supported by data regarding the present ratio of ALC labor to other direct labor hours. For Time and Material proposals, offerors shall propose minimum personnel qualifications for the Labor Category.
- (b) If an offeror's cost accounting system provides for indirect charging of functions which would be performed by Non-Key Labor Categories listed in Section B (e.g. typing), the offeror may propose deletion of the Labor Categories and their associated hours. Key Labor Categories cannot be deleted.
- (c) Offers proposing alteration of the established schedule shall annotate Section B with "Refer to attached Alternative Labor Schedule." and provide such schedule with their proposals. The attached schedule shall be a binding offer.
- (d) The latitude expressed herein is for the sole purpose of equitably adapting to various means of cost accounting of functions and does not extend to other alterations in Labor Schedule such as skill mixes, qualifications, Line Item structure, term, or divisions regarding overtime, on/off-site rates, subcontracts or other matters.
- (e) All proposed alterations in the Labor Schedule must be consistent with the offeror's Cost Accounting System (and Disclosure Statement if applicable). All proposed alterations are subject to negotiations, and may be rejected by the Government. For purposes of Cost Realism Analysis, the Government may increase the proposed hours at its sole discretion to an amount deemed reasonable to support performance. Proposal of an Alternate Labor Schedule compliant with the above shall not be used as the sole basis for rejection of any offer.

L40 COST PROPOSAL (JAN 2001)

(a) Content of Cost Proposal (Volume II). Offerors shall submit with their cost proposal a completed Cost Summary Sheet, Attachment #10. The offeror should trace cost data from the supporting data and calculations to the Cost Summary Sheet. The offeror shall supply the most currently available rates for direct labor, overhead, general and administrative expense, and any other factors used in developing the proposal. The offeror shall submit any information reasonably required to explain the estimating process, including:

- (1) The judgmental factors applied and the mathematical or other methods used in the estimate;
- (2) Any contingencies used by the offeror in the cost proposal; and
- (3) A copy and/or pertinent excerpts of the offeror's personnel policies pertaining to compensation plan(s) for professional employees including performance appraisal and salary administration procedures, salary grades and ranges, summary of basic benefit programs and relocation policies (See 52.222-46, Evaluation of Compensation for Professional Employees).

Note: In determining a cost realism position for each offeror the Government will use any and all available information.

(b) Labor Costs. Provide full justification for all proposed direct labor rates (unburdened). Provide the current actual hourly wage rate for each key person proposed. Identify the date as of which the actual wage rate is current. If proposed direct labor rates vary from actual wages of key personnel, explain the basis for those rates. Trace proposed direct labor rates to proposed individual personnel.

- (1) Traceability is required for the Government to determine the cost realism of the offeror's direct labor costs. Normally the Government determines realistic direct labor costs using actual individual wages for key personnel (unless the offeror invoices category averages) and category average rates for non-key personnel.
- (2) Offerors must support any proposed escalation factor with convincing rationale: factual data (including actual direct labor rates for at least three years) and complete supporting data and rationale for out-year escalation projections. In the absence of convincing rationale, the Government will use the current Data Resources Inc. (DRI) recommendation for Professional and Technical Workers in evaluating the offer.

(c) Indirect Costs.

- (1) Offerors shall provide data on all indirect rates proposed including beginning and end date of the period covered by the rate and composite rate calculations, if any. Identify clearly the bases to which the rates are applied.
- (2) Section B provides a breakout of man-hours by labor category anticipated to be spent at Contractor and Government Sites. Section H identifies office space (if any) at NUWCDIVNPT intended for use by contractor personnel on a long term basis. Offerors which have developed "Off-Site" (Government Site) rates applicable to such circumstances, may apply these rates to the labor costs of appropriate personnel. Other labor costs should be burdened with "On-Site" (Contractor Site) rates.

(d) Material.

- (1) Offerors will use the following estimates (plus applicable indirect costs) for material and travel costs. These are total cost estimates for the entire contract. For further definition of costs, see the Statement of Work and the clause in Section H entitled "Travel Costs and Responsibilities". Offerors are required to distribute these sums among subcontractors consistent with their technical proposal. Whenever a subcontractor proposes material costs, the subcontractor must fully burden such costs and these costs must be added to the material estimate. Subcontractor proposals shall include a complete listing of all costs other than labor which are charged direct by their company exclusive of travel costs and purchased material which is incorporated into a deliverable item.
- (2) Offerors shall include a Material estimate of \$ 400,000, that includes those items of purchased material which are incorporated into a deliverable product; and, such standard office charges as: computer usage; reproduction costs. Offerors shall provide with their cost proposal a complete listing of all items charged direct other than labor. Each offeror shall provide an estimate of the costs applicable to this procurement for each of the items charged direct and a rationale for each. Any category of direct charge which is listed but for which no costs are estimated must include a scenario under which those costs might be incurred under the proposed contract as well as the rationale for not estimating a cost.
- (3) Offerors shall include a Travel estimate of \$ 100,000, that includes travel and subsistence for work at alternative work sites as designated in individual orders under the contract and for allowable local travel per the JTR.
- (4) The Government's Cost Realism evaluation of these costs may alter the additional costs on the basis of more accurate rate data or a Government Analysis and Estimate of the appropriate added costs. Any such alteration in the evaluated contract pricing will not, however, be reflected in the contract award.
- (5) Any offeror having an accounting system which includes, within overhead or G & A, the cost elements of material and travel/subsistence shall specifically state this fact in the cost proposal. This will preclude these costs from being unduly considered in the Government's cost evaluation.
- (6) Subcontracts regardless of dollar value shall be adequately documented to facilitate a determination of cost reasonableness using a Cost Summary Sheet. All requirements for the prime contract cost proposal shall be met by the subcontractor as well. Note that compensation for labor paid to any individual who is not a bona fide employee of the offeror is a subcontract.

L46 ELECTRONIC SUBMISSION OF COST DATA (APR 2002)

- (a) In addition to the requirements for hard copy proposals, offerors are encouraged to provide a summary of their cost proposal on electronic media using the NUWC Division, Newport Cost Analysis Spreadsheet. This will allow more rapid and accurate cost evaluations, diminishing the time between closing and award.
- (b) The NUWC Division, Newport Cost Analysis Spreadsheet is a Microsoft EXCEL 97 Workbook. The file is available for download on the Internet at <http://www.npt.nuwc.navy.mil/contract/POC/analyst.asp> or will be furnished upon request. Requests may be faxed to 401-832-4820 or sent to: Commercial Acquisition Department, Building 11; Naval Undersea Warfare Center Division, Newport; Code 591 (P. Simone), Simonpietri Drive; Newport, RI 02841-1708.
- (c) Electronic submission, if prepared, should be included with the offeror's proposal. Cost data may be submitted on other similar programs, but all files must be readable by Microsoft EXCEL 97 without loss of accuracy. Mark

submittals with contractor name and RFP number. Submittals should be free of viruses and data unrelated to the proposal. Submittals will not be returned. Subcontractor submittals are encouraged, and may be sent directly to NUWC Division, Newport. Offerors whose cost accounting system does not easily reconcile with the NUWC Division, Newport Cost Analysis Spreadsheet may submit a variant that represents their system.

(d) The Government will limit data access with strict adherence to FAR 15.207.

(e) The Government will compare the electronic data with the data in the proposal; differences will be noted in negotiations. Written data submitted in the proposal shall take precedence over electronic data.

L48 NOTICE OF EEO COMPLIANCE EVALUATION

If this solicitation results in an award valued at \$10,000,000 or more, the prospective contractor and its known first-tier subcontractors with subcontracts of \$10,000,000 or more shall be subject to an equal employment opportunity compliance evaluation prior to contract award unless OFCCP has conducted an evaluation and found the offeror to be in compliance within the preceding 24 months.

L11-2 AVAILABILITY OF SPECIFICATIONS LISTED IN THE DOD INDEX OF SPECIFICATIONS AND STANDARDS (DODISS) AND DESCRIPTIONS LISTED IN THE ACQUISITION MANAGEMENT SYSTEMS AND DATA REQUIREMENTS CONTROL LIST, DOD 5010.12-L (FAR 52.211-2) (DEC 1999)

Copies of specifications, standards, and data item descriptions cited in this solicitation may be obtained--

(a) From the ASSIST database via the Internet at <http://assist.daps.mil>; or

(b) By submitting a request to the--

Department of Defense Single Stock Point (DoDSSP)
Building 4, Section D
700 Robbins Avenue
Philadelphia, PA 19111-5094

Telephone (215) 697-2667/2179
Facsimile (215) 697-1462

L11-9000 NOTICE TO OFFERORS -- USE OF OZONE DEPLETING SUBSTANCES (NAPS 5252.211-9000) (AUG 1993)

(a) In accordance with section 326 of Pub L. 102-484, the Department of Defense is prohibited from awarding any contract which includes a DoD-directed specification or standard that requires the use of a Class I ozone depleting substance (ODS) or that can be met only through the use of such a substance unless such use has been approved by a senior acquisition official (SAO). The SAO approval is based on a technical certification that no suitable substitute for the ODS is currently available.

(b) To comply with this statute, the Navy has screened the specifications and standards associated with this solicitation. To the extent that ODS requirements were revealed by this review they are identified below:

Class I ODS Identified

Specification/Standard

(c) If offerors possess knowledge about any other Class I ODS required directly or indirectly by the specification or standards, the Navy would appreciate such information in your response to this solicitation. Offerors are under no obligation to comply with this request and no compensation can be provided for doing so.

L15-1 INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (FAR 52.215-1) (MAY 2001)

(a) *Definitions.* As used in this provision--

“Discussions” are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

“In writing”, “writing” or “written” means any worded or numbered expression which can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

“Proposal modification” is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

“Proposal revision” is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

“Time,” if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) *Amendments to solicitations.* If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) *Submission, modification, revision, and withdrawal of proposals.*

(1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages

(i) addressed to the office specified in the solicitation, and

(ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show--

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and

(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) *Submission, modification, revision, and withdrawal of proposals.*

(i) Offerors are responsible for submitting proposals, and any modifications or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

(ii)(A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is “late” and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and –

(1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(3) It is the only proposal received.

(B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

- (iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.
- (iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.
- (v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.
- (4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.
- (5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.
- (6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.
- (7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.
- (8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.
- (d) *Offer expiration date.* Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).
- (e) *Restriction on disclosure and use of data.* Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall--
- (1) Mark the title page with the following legend:
- This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed--in whole or in part-- for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of--or in connection with-- the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and
- (2) Mark each sheet of data it wishes to restrict with the following legend:
- Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.
- (f) *Contract award.*
- (1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.
- (2) The Government may reject any or all proposals if such action is in the Government's interest.
- (3) The Government may waive informalities and minor irregularities in proposals received.
- (4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at

which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) The Government may disclose the following information in postaward debriefings to other offerors:

- (i) The overall evaluated cost or price and technical rating of the successful offeror;
- (ii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection;
- (iii) A summary of the rationale for award; and
- (iv) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

L16-1 TYPE OF CONTRACT (FAR 52.216-1) (APR 1984)

The Government contemplates award of a Cost Plus Fixed Fee contract with ID/IQ provisions and a Prospective Fee Rate Reduction Incentive resulting from this solicitation.

L33-2 SERVICE OF PROTEST (FAR 52.233-2) (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from the issuing office indicated in Block 7 of the SF 1447.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

L52-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FAR 52.252-1) (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es): <http://www.arnet.gov/far/>

SECTION M EVALUATION FACTORS FOR AWARD

M10 SINGLE AWARD

Due to the interrelationship of supplies and/or services to be provided hereunder, the Government intends to make a single award. The Government reserves the right to make a single award to the offeror whose offer is considered to be in the best interest of the Government, price and other factors considered.

M32 EVALUATION FOR AWARD - BEST VALUE (JUL 2001)

(a) Award will be made to the responsible offeror whose proposal contains the combination of those criteria offering the best overall value to the Government. This will be determined by comparing the difference in value of technical (non-cost) features of proposals with the difference in the cost to the Government. Offers will be evaluated on two evaluation factors, **TECHNICAL CAPABILITY** and **COST**.

(1) TECHNICAL CAPABILITY SUBFACTORS

- (i) Personnel
- (ii) Past Performance
- (iii) Technical Approach

(2) The Technical Capability Subfactors listed above are in descending order of importance with subfactors (i) and (ii) being equal; and both being slightly more important than subfactor (iii).

(b) Technical Capability is significantly more important than Cost. Although Cost is the less important evaluation factor, it is important and will be seriously considered. The degree of its importance will increase with the degree of equality of the proposals in relation to Technical Capability, or when it is so significantly high as to diminish the value of the technical superiority to the Government.

(c) Technical Capability. The Government will evaluate proposals to assess each offeror's ability to accomplish the technical requirements described herein. Offers will be rated in each subfactor.

(1) Personnel. The Government will evaluate the proposed personnel team to determine how well the team is suited to perform the Statement of Work. In addition, the Government will consider potential quality or service shortfalls as a result of:

- (i) Unrealistically low labor rates or other costs
- (ii) Unbalanced distribution of uncompensated overtime among skill levels and its use in key technical positions.

(2) Past Performance. Past performance will be evaluated as an indicator of the offeror's expected future performance. The currency and relevance of the information, source of the information, context of the data, and general trends in contractor's performance are representative of the types of data that may be considered. The Government may contact points of contact listed in the offeror's proposal for the purpose of obtaining additional past performance information. The number of contacts, if any, will be determined by the Government at its discretion. Selection of contacts may be random.

(i) The Government may consider information concerning the offeror's past performance that is not contained in the proposal. This may include information furnished by points of contact not named in the proposal or information from other sources such as commercial rating services.

(ii) In the case of an offeror without a record of relevant past performance or for whom information on past performance is not available, the offeror will not be evaluated favorably or unfavorably on past performance.

(3) Technical Approach. The Government will evaluate the proposed technical approach to determine how well the offeror understands the Statement of Work task areas and potential risk areas, and how plausible the offeror's approach to perform is.

(d) Cost. The Government will evaluate proposed costs by performing a cost realism analysis as described in FAR 15.404-1(d). Material costs will be evaluated using the amounts shown in paragraph (d) of the provision in Section L entitled, Cost Proposal, plus applicable indirect costs.

INFORMATIONAL CONTRACT DATA REQUIREMENTS LISTING (CDRL)

Item	DID Number	DID Title	SOW Para	Dist Code
1.	DI-CMAN-80858A	Contractor's Configuration Management Plan	4.1	D
2.	DI-MISC-80358	Document Changes	4.1, 4.2	D
3.	DI-MISC-80508	Technical Report-Study/Services	4.1 – 4.3	D
4.	DI-CMAN-80639B	Engineering Change Proposal (ECP)	4.1, 4.2	D
5.	DI-CMAN-80640B	Request for Deviation	4.1, 4.2	D
6.	DI-CMAN-80641B	Request for Waivers	4.1, 4.2	D
7.	DI-CMAN-80642B	Notice of Revision (NOR)	4.2	D
8.	DI-CMAN-80643B	Specification Change Notice (SCN)	4.1, 4.2	D
9.	DI-CMAN-81022B	Configuration Audit Summary Report	4.1	B
10.	DI-CMAN-81253	Configuration Status Accounting Information	4.1	D
11.	DI-DRPR-81000A (DD Form 2554-1)	Product Drawings and Associated Lists	4.2	D
12.	DI-DRPR-81001A (DD Form 2554-2)	Conceptual Design Drawings and Associated Lists	4.2	D
13.	DI-DRPR-81002A (DD Form 2554-3)	Developmental Design Drawings and Associated Lists	4.2	D
14.	DI-DRPR-81003A (DD Form 2554-4)	Commercial Drawings and Associated Lists	4.2	D
15.	DI-DRPR-81004A (DD Form 2554-5)	Special Inspection Equipment Drawings and Associated Lists	4.2	D
16.	DI-QCIC-81005	Special Inspection Equipment Operating Instructions	4.2	D
17.	DI-QCIC-81006	Special Inspection Equipment Descriptive Documentation	4.2	D
18.	DI-QCIC-81007	Special Inspection Equipment Calibration Procedures	4.2	D
19.	DI-DRPR-81008A (DD Form 2554-6)	Special Tooling and Associated Lists	4.2	D
20.	DI-QCIC-81009	Technical Data Package Quality Control Program Plan	4.3	D
21.	DI-DRPR-81010A	Source Control Drawing Approval Request	4.2	D
22.	DI-DRPR-81011A	Drawing Number Assignment Report	4.2	D
23.	DI-CMAN-81012A	Proposed Critical Manufacturing Process Description	4.2	D
24.	DI-RELI-80255	Failure Summary and Analysis Report	4.3	B
25.	DI-QCIC-81110	Inspection and Test Plan	4.3	B
26.	DI-ADMN-81373	Presentation Material	4.1 – 4.3	D
27.	DI-FACR-80976	Facilities Plan	4.2	D
28.	DI-NDTI-80603	Test Procedure	4.3	D
29.	DI-NDTI-80506	Test Plan	4.3	D
30.	DI-NDTI-80809B	Test/Inspection Report	4.3	D
31.	DI-IPSC-81488	Software Development Plan	4.3	D

32.	DI-IPSC-81427	Software Development and Documentation	4.3	D
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Statement of Work

1.0 INTRODUCTION

This Statement of Work defines the effort and support for the accomplishment of assigned tasks within the mission areas of the Torpedo Systems Department, Code 81 at Naval Undersea Warfare Center Divisions Newport and Keyport.. The Torpedo Systems Department has overall responsibility for it's assigned programs and their support aspects. Specifically, this procurement provides for the full spectrum of life cycle support services for Code 81 programs from concept development through disposal. Programs include but are not limited to: Torpedoes and associated underwater weapon support and test equipment/facilities; new development systems transitioning from Science and Technology and other research efforts; Division Newport Cross Functional Team projects; and assigned Department of Defense (DoD) and Department of Homeland Security (DHS) intraservice support projects and initiatives.

2.0 SCOPE

The contractor shall provide full life cycle support services encompassing the analysis, implementation, test, verification, and life cycle implementation of Configuration Management (CM), Production Engineering (PE), Quality Assurance/Reliability (QA/REL), and Acquisition Logistics in support of the Code 81 assigned programs.

3.0 APPLICABLE DOCUMENTS

In accordance with current acquisition reform tenets, the contractor shall use appropriate contractor in-house procedures and industry standards, in lieu of Government specifications and standards. This policy will reduce cost and enhance the potential for contract schedule attainment while still achieving Program technical performance standards and requirements as stated in the Statement of Work. The contractor's use of Non-Developmental Items (NDI) and Commercial-Off-The-Shelf (COTS) items is fully encouraged to alleviate the unneeded application of formal standards and specifications whenever possible.

3.1 MILITARY SPECIFICATIONS/STANDARDS/HANDBOOKS

MIL-HDBK-727	Design Guidance for Producibility
MIL-HDBK-454	Electronic Equipment, Standard General Requirements for
MIL-HDBK-61	Configuration Management Guidance Issue
MIL-STD-882C	System Safety Program Requirements (to be converted to standard practice)
MIL-HDBK-502	Acquisition Logistics
MIL-STD-461	Emissions & Susceptibility

	Requirements for the Control of Electromagnetic Interference
DOD-STD-2101	Classification of Characteristics
MIL-STD-961	Military Specifications and Associated Documents, Preparation of
MIL-STD-2549	Department of Defense Interface Standard, Configuration Management Data Interface
MIL-STD-1686C/ Converted to Standard Practice	Electrostatic Discharge Control Program for the Protection of Electrical & Electronic Parts Assemblies & Equipment (Excluding Electrically Initiated Explosive Devices)
MIL-STD-414	Sampling Procedures and Tables for Inspection by Variables
MIL-STD-1629A	Procedures for Performing a Failure Mode Effects and Criticality Analysis
MIL-DTL-31000A	Technical Data Packages, Preparation of
MIL-PRF-49506	Logistics Management Information

3.2 **OTHER DOCUMENTS**

IEEE/EIA 12207	For reference only (Replaces MIL-STD-498), Information Technology (IT) software life cycle processes*
OPNAVINST 5239.1	Department of the Navy Automatic Data Processing Security Program
OPNAVINST 5510.1	Department of the Navy Information and Personnel Security Program Regulation
ISO 9000	Quality Management and quality assurance standards- Guidelines for selection and use
ANSI Y14.5	Dimensioning and Tolerancing
The LCSF Operations	NUWCDIVNPT Library Procurement Manual Manual
Standard Practice	Manuals, Technical, General Style and Format Requirements

* Consists of three parts: 12207.0- "Guide for ISO/IEC 12207, Standard for IT-Software life cycle

processes; 12207.1, "Guide for ISO/IEC 12207, Standard for IT-Software life cycle processes- life cycle data; and, 12207.2, "Guide for ISO/IEC 12207, Standard for IT-Software life cycle processes- implementation considerations.

4.0 TECHNICAL REQUIREMENT

The contractor shall perform the following Configuration Management, Production Engineering, Quality Assurance, and Acquisition Logistics Analysis and Planning support tasks as defined in individual task orders.

4.1 CONFIGURATION MANAGEMENT

The contractor shall serve as a repository for, analyze, load, verify, and maintain data required to support the implementation and integration with System Engineering disciplines of an effective Configuration Management program from "cradle to grave". This will be performed in accordance with program plans and manuals including Configuration Management Information System (CMIS), and Software Configuration Management Information System (SCMIS) User's Manuals, and the Configuration Management Plan for the Program/System reported. Additionally, the contractor shall prepare, review, revise and maintain Configuration Management Documentation, provide CM inputs to other program life cycle support documentation, and prepare and present implementation training materials. The contractor shall:

4.1.1 Prepare, review, revise, and maintain Hardware and Software technical documentation that identifies the functional and physical characteristics of a Configuration Item (CI) or Computer Software Configuration Item (CSCI).

4.1.2 Prepare, review, revise and maintain Engineering Change Documentation that governs changes to every CI/CSCI for the program, system, or component supported

4.1.3 Prepare, review, revise and maintain changes to Design, Production, and Procurement Baselines in order that the current Configuration Identification is known and traceable.

4.1.4 Analyze Configuration Status Accounting (CSA) documentation, including As-Built Listing, records and reports and Fleet implementation documentation to ensure that results correlate with existing CSA records and reports

4.1.5 Perform Configuration Audits of all documentation relating to a CI/CSCI to verify that it adequately and accurately reflects the Procured Configuration of the CI/CSCI. including audits of Research and Development hardware , Limited and full rate production hardware , Fleet operational hardware, and excess/surplus hardware planned for demilitarization and disposal.

4.1.6 Staff the master Configuration Management documentation library and documentation repository located in NUWC/Npt Building 115 and establish a contractor facility to accommodate torpedo system data and items processed during the Configuration Management process, as follows:

- The master documentation library shall be operated in accordance with the NUWC DIVNPT Library Procedures Manual, the LCSF Operations Manual. Staffing shall be, eight hours per

shift, five days per week (Monday-Friday). Occasional staffing (on an overtime basis) may be required on Saturdays, Sundays and Holidays. (LCFS only has one 8 hr shift now)

- The contractor shall serve as a repository for, analyze, load, verify and maintain program specific data.
- The contractor facilities shall accommodate torpedo system data and items, shall be operated in accordance with the NUWCDIVNPT Library Procedures Manual

4.2 PRODUCTION ENGINEERING SUPPORT

The contractor shall develop, review, analyze, revise, and prepare engineering documentation required to support the implementation and integration of production engineering considerations into the overall System Engineering discipline. These efforts shall span initial production through preplanned product improvements through the life cycle of the system. The contractor shall:

4.2.1 Review hardware and software engineering documentation drawings, specifications and changes to ensure adequacy and accuracy and to ensure cost effective, technically accurate, and minimum risk for the full life cycle use of this technical data.

4.2.2 Review Engineering Change Proposals (ECPs), Request for Deviations and Waivers (RDWs) for technical accuracy and supportability.

4.2.3 Review Specification Change Notices (SCNs) for technical accuracy and supportability.

4.2.4 Prepare, revise, and maintain specifications using rough documentation containing essential performance, mechanical, electrical and environmental requirements as well as preservation and packaging processes.

4.2.5 Develop and maintain Developmental, Design and Product engineering drawings for Program(s), System(s) and Component(s), from sketches and raw data.

4.3 RELIABILITY/QUALITY ASSURANCE

The contractor shall develop, review, analyze, revise, and prepare hardware and software documentation, instructions, procedures, ECPs, RDWs and associated implementation plans and manuals to support the implementation and integration of reliability and quality assurance considerations into the overall System Engineering discipline. These efforts shall span the full life cycle including research and development, production, operations, and demilitarization and disposal. The contractor shall:

4.3.1 Prepare hardware or software quality assurance program plans.

4.3.2 Prepare hardware inspection system plans.

4.3.3 Implement, operate, control, manage and monitor quality assurance programs or inspection systems. The operation of these programs and systems shall include the detailed inspection of mechanical and electrical/electronic hardware to determine their conformance to their respective engineering drawings and specifications. Such inspection may be performed at

NUWCDIVNPT or at various contractors' facilities and shall be for the purpose of obtaining data only - this activity will not be performed for the purpose of accepting hardware on behalf of the Government.

4.3.4 Prepare Work Breakdown Structures (WBS) for system/equipment program efforts and prepare reports.

4.3.5 Prepare test plans, master test plans, test procedures, test reports or other software independent verification and validation reports for the test or evaluation of system/equipment hardware or software items.

4.3.6 Prepare lists and monitor purchased articles requiring first article inspection, and prepare first article qualification test plans and reports.

4.3.7 Investigate quality deficiencies reported in developmental, production or in-service hardware or software and recommend appropriate corrective action.

4.3.8 Establish quality assurance requirements in connection with the procurement of system/equipment hardware items throughout the life cycle, including the establishment of detailed product inspection requirement.

4.3.9 Develop engineering drawing quality assurance requirements.

4.3.10 Review Engineering Change Proposals (ECPs), deviations and waivers for quality assurance impact, either hardware or software or combination of both.

4.3.11 Review quality assurance program and inspection procedures, workmanship standards, and standard repair procedures.

4.3.12 Plan, prepare; perform and participate system Safety Assurance tasks.

4.4 ACQUISITION LOGISTICS ANALYSIS AND PLANNING

The contractor shall provide Acquisition Program/Project Analysis and Planning services. This shall encompass application of acquisition and systems engineering analysis methods and processes during the entire acquisition life cycle. The contractor shall:

4.4.1 Perform Supportability Analysis services to assess and analyze the technical, operations, maintenance, Life Cycle Cost (LCC)/Total Ownership Cost (TOC), and programmatic/policy requirements for life cycle support of all logistics elements to include: Maintenance planning; manpower and personnel; support and test equipment; supply support, technical data; computer resources; training; facilities; packaging, handling, storage and transportation and related functional elements.

4.4.2 Perform acquisition logistics planning services to develop, collect and analyze data, and prepare schedules and planning documents to support Acquisition Program/Project requirements. This is expected to include:

Acquisition Program/Project Management Plans

Milestone Documentation
Science and Technology Management Plans
Operational Requirements Document (ORD)
Integrated Logistics Support Plan (ILSP)
Test and Evaluation Master Plan (TEMP)
Risk Management and Performance Plan
Maintenance Plans
Program Support Data (PSD) Sheets for Initial Outfitting
P- 18 Data for Replenishment Support.

4.4.3 The contractor shall develop, maintain, and enhance Acquisition Logistics Program/Project engineering, management, and planning databases and websites for the purpose of archiving and retrieval of Program/ Project information. The contractor shall compile, organize, develop, prepare and analyze Web based Systems for the collection and distribution of Acquisition Logistics and programmatic information and devise automated processes to address Program/Project requirements.

4.5 PRESENTATION MATERIALS

In support of the tasks described above; the contractor shall prepare Work related reports, charts, drawings, sketches, posters, viewgraphs, film slides, schedules, GANT charts, PERT charts, Multimedia presentations to support working group meetings, training sessions, and other program reviews.

5.0 PROGRESS REPORTS:

The contractor shall delivery monthly cost and performance reports in accordance with the basic contract clause C16, COST AND PERFORMANCE REPORTING (MAY 2001).

Requisition No. N66604-3289-017C

[illegible]

TOTAL MAN-HOURS:	18,800
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Requisition No. N66604-3289-017C

Solicitation No. N66604-04-R-0415-

TOTAL MAN-HOURS:	14,978
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PERSONNEL QUALIFICATIONS SHEET

Requisition No. N66604-3289-017C

Solicitation No. N66604-04-R-0415-

Title and Level	SCA Category	eCraft Code	Key	Non-Key
ENGINEER II		E2		X
<p><u>Education and General Professional Experience:</u></p> <p>Bachelor's level degree in any engineering discipline with three (3) years professional experience.</p> <p>Substitution: In lieu of the Bachelor's Degree, an Associates Degree in any technical discipline plus three additional years of the below specialized experience (for a total of five (5) years).</p> <p><u>Specialized Experience:</u></p> <p>A total of two (2) years experience directly related to Submarine Weapon Systems including:</p> <ul style="list-style-type: none"> a. Investigating component failures and developing engineering change documentation. b. Reviewing proposed engineering change documentation. <p>The professional and specialized experience requirements above may have been acquired simultaneously.</p>				
OFFEROR is to complete information below:				
Name	Hours	Company and Location		
TOTAL MAN-HOURS:	75,200			

Requisition No. N66604-3289-017C

Title and Level	SCA Category	eCraft Code	Key	Non-Key
ENGINEER, DESIGN IV		ED4	X	

The professional and specialized experience requirements above may have been acquired simultaneously.

[illegible]

TOTAL MAN-HOURS:	8,987
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PERSONNEL QUALIFICATIONS SHEET

Requisition No. N66604-3289-017C

Solicitation No. N66604-04-R-0415-

Title and Level	SCA Category	eCraft Code	Key	Non-Key
ENGINEER, DESIGN III		ED3	X	
<p><u>Education and General Professional Experience:</u></p> <p>Bachelor's level degree in an Engineering discipline or Industrial Design with seven (7) years professional experience in mechanical, structural or electrical/electronic design.</p> <p>Substitution: In lieu of Bachelor's Degree, an Associates' Degree in an engineering discipline plus three additional years of the below specialized experience (for a total of eight (8) years.</p> <p><u>Specialized Experience:</u></p> <p>A total of five (5) years experience in providing Reliability/Quality Assurance engineering in support of commercial production and/or military acquisition systems, including three (3) years in each of the following.</p> <p>a. Developing and administering quality assurance plans and programs, beginning with a description of the production characteristics/attributes that define the required quality and concluding with the methods and practices to be used to ensure that these features and characteristics have been obtained.</p> <p>b. Preparing/reviewing quality assurance requirements contained in product specifications and drawings for use by manufacturers in development and/or production.</p> <p>c. Auditing the development/productions process to ensure that the specified requirements are being adhered to and that positive evidence of that fact is obtainable through physical and functional audits of the hardware and related documentation.</p> <p>d. Preparing, reviewing, and/or assessing repair/work procedures and their relationship to product and performance specifications in order to ensure that product quality demonstrated through controlled testing during the design baseline approval process is not degraded through successive modification and adjustments brought about by changing production methods, techniques, and staffing.</p> <p>e. Providing and analysis/review support for "breakout program", i.e., those programs that are intended to increase the Government's options to support in-service systems by eliminating constricting requirements from source control drawings and specifications, thereby allowing increased competition in the market-place.</p> <p>The professional and specialized experience requirements above may have been acquired simultaneously.</p>				
OFFEROR is to complete information below:				
Name	Hours	Company and Location		
TOTAL MAN-HOURS:	18,800			

PERSONNEL QUALIFICATIONS SHEET

Requisition No. N66604-3289-017C

Solicitation No. N66604-04-R-0415-

Title and Level	SCA Category	eCraft Code	Key	Non-Key
COMPUTER PROGRAMMER III	03073	03073		X

Education and Professional Experience: Associates degree in a technical field and five (5) years of professional experience.

Substitution: A Bachelor's Degree in any field with a minimum of three (3) college level courses in Computer Science.

Specialized Experience:

A total of five (5) years specialized experience, including:

- Two (2) years designing, developing, and maintaining software tools, e.g., databases, report generators, and data entry programs used in engineering management, logistics support, program management or configuration management.
- Demonstrated proficiency in at least three (3) higher order programming languages.
- One (1) year working with PC/Macintosh desktop computer hardware and peripherals.
- One (1) year developing and applying relational databases, e.g., Oracle, Ingres, WATCOM, etc.
- One (1) year developing web-based system interfaces.

The professional and specialized experience requirements above may have been acquired simultaneously.

Expected Capabilities: As a fully qualified computer programmer, applies standard programming procedures and detailed knowledge of pertinent subject matter in a programming area; a well-defined statistical or scientific problem; or other standardized operation or problem. Works according to approved statements of requirements and detailed specifications. While the data are clear cut, related, and equally available, there may be substantial interrelationships of a variety of records and several varied sequences of formats are usually produced. The programs developed or modified typically are linked to several other programs in that the output of one becomes the input for another. Recognizes probable interactions of other related programs with the assigned program(s) and is familiar with related system software and computer equipment. Solves conventional programming problems. Performs such duties as: develops, modifies, and maintains assigned programs; designs and implements modifications to the interrelation of files and records within program in consultations with higher level staff; monitors the operation of assigned programs and responds to problems by diagnosing and correcting errors in logic and coding; and implements and/or maintains assigned portions of a scientific programming project, applying established scientific programming techniques to well-defined mathematical, statistical, engineering, or other scientific problems usually requiring the translation of mathematical notation into processing logic and code. In addition, may carry out fact-finding and programming analysis of a single activity or routine problem, applying established procedures where the nature of the program, feasibility, computer equipment, and programming language have already been decided. May analyze present performance of the program and take action to correct deficiencies based on discussion with the user and consultation with and approval of the supervisor higher level staff. May assist in the review and analysis of detailed program specification and program design to meet changes in work processes. Works independently under specified objectives; applies judgement in devising program logic and in selecting and adapting standard programming procedures; resolves problems and deviations according to established practices; and obtains advice where precedents are unclear or not available. May guide or instruct lower level programmers; may supervise technicians and others who assist in specific assignments. Works on complex programs under close direction of higher level staff or supervisor

OFFEROR is to complete information below:

Name	Hours	Company and Location

TOTAL MAN-HOURS:

4,700

PERSONNEL QUALIFICATIONS SHEET

Title and Level	SCA Category	eCraft Code	Key	Non-Key
TECHNICIAN, ELECTRICAL/ELECTRONICS VI	29086	2908F		X
<p><u>Education and General Professional Experience:</u></p> <p>Associates level degree in an Electrical/Electronic Engineering, Engineering Technology, Physics or Mathematics with five (5) years work related experience in electrical/electronics systems.</p> <p>Substitution: In lieu of the Associates level degree a high school diploma with a technical school certification or equivalent Navy technical school training with three additional years work related experience in electrical/electronics systems (for a total of eight years).</p> <p><u>Specialized Experience:</u></p> <p>A total of five (5) years of specialized experience as a technician in the electronics field, including:</p> <ol style="list-style-type: none"> Working knowledge of capabilities, limitations, operation, design characteristics and/or functional use of electronic equipment and systems. Two (2) years assisting engineers and scientists in designing, developing, testing, evaluating, installing and/or fabricating electronics equipment. Two (2) years repairing, maintaining, and operating electrical and electronics equipment. <p>The professional and specialized experience requirements above may have been acquired simultaneously.</p> <p><u>EXPECTED CAPABILITIES:</u> Independently plans and accomplishes complete projects or studies of broad scope and complexity. Or serves as an expert in a narrow aspect of a particular field of engineering, e.g., environmental factors affecting electronic engineering. Complexity of assignments typically requires considerable creativity and judgment to devise approaches to accomplish work, resolve design and operational problems, and make decisions in situations where standard engineering methods, procedures, and techniques may not be applicable. Supervisor or professional engineer provides advice on unusual or controversial problems or policy matters; completed work is reviewed for compliance with overall project objectives. May supervise or train and be assisted by lower level technicians. Performs, at this level, one or a combination of such typical duties as:</p> <p>Prepares designs and specifications for various complex equipment or systems (e.g., a heating system in an office building, or new electronic components such as solid state devices for instrumentation equipment).</p> <p>Plans approach to solve design problems; conceives and recommends new design techniques; resolves design problems with contract personnel, and assures compatibility of design with other parts of the system.</p> <p>Designs and coordinates test set ups and experiments to prove or disprove the feasibility of preliminary design; uses untried and untested measurement techniques; and improves the performance of the equipment. May advise equipment users or redesign to solve unique operational deficiencies.</p> <p>Plans approach and conducts various experiments to develop equipment or systems characterized by (a) difficult performance requirements because of conflicting attributes such as versatility, size, and ease of operation; or (b) unusual combination of techniques or components. Arranges for fabrication of pilot models and determines test procedures and design of special test equipment.</p>				
OFFEROR is to complete information below:				
Name	Hours	Company and Location		
TOTAL MAN-HOURS:	4,700			

PERSONNEL QUALIFICATIONS SHEET

Requisition No. N66604-3289-017C

Solicitation No. N66604-04-R-0415-

Title and Level	SCA Category	eCraft Code	Key	Non-Key
TECHNICIAN, MECHANICAL III	29083	2908J		X
<p><u>Education and General Professional Experience:</u></p> <p>Technical school diploma with three (3) years work related experience in mechanical design, fabrication, assembly or testing.</p> <p><u>Specialized Experience:</u> Two (2) years experience in each of the following.</p> <p>a. Generating mechanical installation, layouts, and diagrams.</p> <p>b. Reviewing unique mechanical features of design in connection with documentation, or reviewing design approval drawings and documentation.</p> <p>The professional and specialized experience requirements above may have been acquired simultaneously.</p> <p><u>Expected Capabilities:</u></p> <p>Develops and tests machinery and equipment. Reviews project instructions/blueprints to ascertain test specifications, procedures, objectives, equipment, nature of technical problems, and possible solutions. Devises, fabricates and assembles new or modified mechanical components or assemblies for products. Sets up and conducts tests of complete units and components under operational conditions. Analyzes indicated and calculated test results in relation to design or rated specifications and test objectives, and modifies or adjusts equipment to meet specifications and tests objectives, and modifies or adjusts equipment to meet specifications. Records test procedures, results, data and recommendations for changes.</p>				
OFFEROR is to complete information below:				
Name	Hours	Company and Location		
TOTAL MAN-HOURS:		8,893		

Requisition No. N66604-3289-017C

Title and Level	SCA Category	eCraft Code	Key	Non-Key
DRAFTER IV		29064		X

[illegible]

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Requisition No. N66604-3289-017C

Solicitation No. N66604-04-R-0415-

[illegible]

TOTAL MAN-HOURS:	10,953
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Requisition No. N66604-3289-017C

[illegible]

TOTAL MAN-HOURS:	13,012
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PERSONNEL QUALIFICATIONS SHEET

Requisition No. N66604-3289-017C

Solicitation No. N66604-04-R-0415-

Title and Level	SCA Category	eCraft Code	Key	Non-Key
ILLUSTRATOR II	13042	13042		X
<p><u>Education and Professional Experience:</u></p> <p>Technical School degree in Illustrating, Graphic Arts or Drafting with five (5) years work-related experience.</p> <p><u>Specialized Experience:</u></p> <p>A total of two (2) years in preparation of technical illustrations and graphic artwork for major weapons systems including:</p> <ul style="list-style-type: none"> a. Experience in the use of desktop publishing hardware/software to prepare graphic illustrations for technical documentation (e.g., instruction manuals, operation and maintenance manuals, TMs, TDs, etc.) associated with equipment and systems. b. Experience in planning, laying out, and constructing to scale three-dimensional art, including exploded, assembled, and cut-away drawings. c. Experience in the production of camera-ready layouts, flip charts, posters, viewgraphs, and slide art. <p>The professional and specialized experience requirements above may have been acquired simultaneously.</p> <p><u>EXPECTED CAPABILITIES:</u> Assigned to projects involving several of the common art media such as pen-and-ink, pencil, tempera, wash, oils and airbrush over a period of time. These projects require the illustrator to be proficient in the use of these media and in executing acceptable drawings of many styles. Executes drawings that have been conceived by others and presented in the form of rough sketches. Acquires information about the subject assigned to illustrate and develops a background of subject matter knowledge by carrying out illustrating assignments. Illustrating work assigned does not require prior knowledge about the subject illustrated.</p>				
OFFEROR is to complete information below:				
Name	Hours	Company and Location		
TOTAL MAN-HOURS:		7,957		

PERSONNEL QUALIFICATIONS SHEET

Requisition No. N66604-3289-017C

Solicitation No. N66604-04-R-0415-

Title and Level	SCA Category	eCraft Code	Key	Non-Key
ILLUSTRATOR I	13041	13041		X
<p><u>Education and Professional Experience:</u></p> <p>Technical School degree in Illustrating, Graphic Arts or Drafting with three (3) years work-related experience.</p> <p><u>Specialized Experience:</u></p> <p>A total of one (1) year of specialized experience in the preparation of technical illustrations and graphic artwork for major weapons systems, in each of the following areas:</p> <ul style="list-style-type: none"> a. Experience in the use of desktop publishing hardware/software to prepare graphic illustrations for technical documentation (e.g., instruction manuals, operation and maintenance manuals, TMs, TDs, etc.) associated with equipment and systems. b. Experience in planning, laying out, and constructing to scale three-dimensional art, including exploded, assembled, and cut-away drawings. c. Experience in the production of camera-ready layouts, flip charts, posters, viewgraphs, and slide art. <p>The professional and specialized experience requirements above may have been acquired simultaneously.</p> <p><u>EXPECTED CAPABILITIES:</u> Duties require the ability to use common media such as tempera, oils, pen-and-ink or pencil with average skill. Copies drawings, either by tracing or freehand. Applies coloring or wash to line drawings; letters by hand or by use of templates; and does detail or background work on illustration which have been prepared by illustrator of higher grade. When working with scientific and technical equipment, acquires basic knowledge of subject matter field and develops information about the field of work that will be illustrated. When working in the general field of illustration, acquires necessary information about the subject of the illustrations or applies general knowledge to the subject.</p>				
OFFEROR is to complete information below:				
Name	Hours	Company and Location		
TOTAL MAN-HOURS:		7,957		

Requisition No. N66604-3289-017C

Title and Level	SCA Category	eCraft Code	Key	Non-Key
SPECIALIST, CONFIGURATION MGMT III		SCM3	X	

Bachelor's level degree in any field with ten (10) years professional experience in configuration management.

Substitution: In lieu of the Bachelor's Degree, a High School Diploma with five (5) additional years of the below listed specialized experience (for a total of twelve (12) years).

A total of seven (7) years of Configuration Management (CM) experience relating to a torpedo weapon system or systems, in each of the following:

- The professional and specialized experience requirements above may have been acquired simultaneously.

[illegible]

37,600

Requisition No. N66604-3289-017C

Title and Level	SCA Category	eCraft Code	Key	Non-Key
SPECIALIST, CONFIGURATION MGMT I		SCM1		X

The professional and specialized experience requirements above must have been acquired simultaneously.

[illegible]

TOTAL MAN-HOURS:	74,608
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Requisition No. N66604-3289-017C

Title and Level	SCA Category	eCraft Code	Key	Non-Key
CLERK, GENERAL II	01116	01116		X

TOTAL MAN-HOURS:

Requisition No. N66604-3289-017C

Title and Level	SCA Category	eCraft Code	Key	Non-Key
LOGISTICIAN III		LGT3	X	

High school/vocational school degree or GED certificate with 15 years professional experience in integrated logistics support..

Specialized Experience:

- a. Conduct supportability analysis per MIL-HDBK-502.
- b. Conduct ILS planning and scheduling
- c. Conduct maintenance planning
- d. Perform supply support functions
- e. Develop and review logistics technical data
- f. Conduct manpower personnel, and training analysis.
- g. Assess packaging, handling, storage, and transportation, requirements and prepare authorization documentation.
- h. Assess support and test equipment requirements.
- i. Perform design interface analysis.

OFFEROR is to complete information below:

[illegible]

30,283

Requisition No. N66604-3289-017C

Title and Level	SCA Category	eCraft Code	Key	Non-Key
LOGISTICIAN II		LGT2		X

The professional and specialized experience requirements above must have been acquired cumulatively.

[illegible]

16,316

Requisition No. N66604-3289-017C

Title and Level	SCA Category	eCraft Code	Key	Non-Key
LOGISTICIAN I		LGT1		

The professional and specialized experience requirements above must have been acquired cumulatively.

[illegible]

16,316

PERSONNEL QUALIFICATIONS SHEET

Requisition No. N66604-3289-017C

Solicitation No. N66604-04-R-0415

Title and Level	SCA Category	eCraft Code	Key	Non-Key
WORD PROCESSOR II	01612	01612		X

Education and General Professional Experience:

High School/Vocational School diploma or GED Certificate with one (1) year of work-related experience.

Specialized Experience:

A total of two (2) years of cumulative specialized experience in the following areas is required (qualifying experience consists of one (1) year or more in any single area):

- Operating word processing equipment to enter, store, retrieve, change, and present text or tabulations
- Processing technical documentation and business correspondence; maintaining data files; and, proofreading correspondence

The professional and specialized experience requirements above may have been acquired simultaneously.

Expected capabilities:

Uses a knowledge of varied and advanced functions of one software type, a knowledge of varied functions of different types of software, or a knowledge of specialized or technical terminology to perform such typical duties as:

Editing and reformatting written or electronic drafts. Examples include: Correcting function codes; adjusting spacing and formatting; and standardizing headings, margins, and indentations.

Transcribing scientific reports, lab analyses, legal proceedings, or similar material from voice tapes or handwritten drafts. Work requires knowledge of specialized, technical or scientific terminology.

Work requires familiarity with office terminology and practices; incumbent corrects copy and questions originator of document concerning missing information, improper formatting, or discrepancies in instructions. Supervisor sets priorities and deadlines on continuing assignments, furnishes general instructions for recurring work, and provides specific instructions for new or unique projects. May lead lower level word processors.

OFFEROR is to complete information below:

Name	Hours	Company and Location

TOTAL MAN-HOURS: 6,000

DEPARTMENT OF DEFENSE CONTRACT SECURITY CLASSIFICATION SPECIFICATION <i>(The requirements of the DoD Industrial Security Manual apply to all security aspects of this effort. If additional guidance is needed contact the Contracting Officers Representative (COR) listed below.)</i>				1. CLEARANCE AND SAFEGUARDING a. FACILITY CLEARANCE REQUIRED TOP SECRET b. LEVEL OF SAFEGUARDING REQUIRED TOP SECRET																																																																																				
2. THIS SPECIFICATION IS FOR: <i>(X and complete as applicable)</i>			3. THIS SPECIFICATION IS: <i>(x and complete as applicable)</i>																																																																																					
a. PRIME CONTRACT NUMBER		X	a. ORIGINAL <i>(Complete date in all cases)</i>		Date (YYMMDD)																																																																																			
					031103																																																																																			
b. SUBCONTRACT NUMBER			b. REVISED <i>(Supersedes all previous specs)</i>	Revision No.	Date (YYMMDD)																																																																																			
X	c. SOLICITATION OR OTHER NUMBER	Due Date (YYMMDD)	c. FINAL <i>(Complete item 5 in all cases)</i>		Date (YYMMDD)																																																																																			
	N66604-3289-017C																																																																																							
4. IS THIS A FOLLOW-ON CONTRACT? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO. If yes, complete the following: Classified material received or generated under <u>N66604-99-D-0252</u> <i>(Preceding Contract Number)</i> is transferred to this follow-on contract.																																																																																								
5. IS THIS A FINAL DD FORM 254? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO. If Yes, complete the following: In response to the contractor's request dated _____, retention of the identified classified material is authorized for the period of _____.																																																																																								
6. CONTRACTOR <i>(Include Commercial and Government Entity (CAGE) Code)</i> a. NAME, ADDRESS, AND ZIP CODE DD-254 IS FOR BIDDING PURPOSES ONLY b. CAGE CODE c. COGNIZANT SECURITY OFFICE <i>(Name, Address, and Zip Code)</i>																																																																																								
7. SUBCONTRACTOR a. NAME, ADDRESS, AND ZIP CODE b. CAGE CODE c. COGNIZANT SECURITY OFFICE <i>(Name, Address, and Zip Code)</i>																																																																																								
8. ACTUAL PERFORMANCE a. LOCATION b. CAGE CODE c. COGNIZANT SECURITY OFFICE <i>(Name, Address, and Zip Code)</i>																																																																																								
9. GENERAL IDENTIFICATION OF THIS PROCUREMENT 																																																																																								
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 35%;">10. CONTRACTOR WILL REQUIRE ACCESS TO:</th> <th style="width: 5%;">YES</th> <th style="width: 5%;">NO</th> <th style="width: 35%;">11. IN PERFORMING THIS CONTRACT, THE CONTRACTOR WILL:</th> <th style="width: 5%;">YES</th> <th style="width: 5%;">NO</th> </tr> <tr> <td>a. COMMUNICATIONS SECURITY (COMSEC) INFORMATION</td> <td style="text-align: center;">X</td> <td></td> <td>a. HAVE ACCESS TO CLASSIFIED INFORMATION ONLY AT ANOTHER CONTRACTOR'S FACILITY OR A GOVERNMENT ACTIVITY</td> <td></td> <td style="text-align: center;">X</td> </tr> <tr> <td>b. RESTRICTED DATA</td> <td></td> <td style="text-align: center;">X</td> <td>b. RECEIVED CLASSIFIED DOCUMENTS ONLY</td> <td></td> <td style="text-align: center;">X</td> </tr> <tr> <td>c. CRITICAL NUCLEAR WEAPON DESIGN INFORMATION</td> <td></td> <td style="text-align: center;">X</td> <td>c. RECEIVE AND GENERATE CLASSIFIED MATERIAL</td> <td style="text-align: center;">X</td> <td></td> </tr> <tr> <td>d. FORMERLY RESTRICTED DATA</td> <td></td> <td style="text-align: center;">X</td> <td>d. FABRICATE, MODIFY, OR STORE CLASSIFIED HARDWARE</td> <td></td> <td style="text-align: center;">X</td> </tr> <tr> <td>e. INTELLIGENCE INFORMATION:</td> <td></td> <td style="text-align: center;">X</td> <td>e. PERFORM SERVICES ONLY</td> <td></td> <td style="text-align: center;">X</td> </tr> <tr> <td> (1) Sensitive Compartmented Information (SCI)</td> <td></td> <td style="text-align: center;">X</td> <td>f. HAVE ACCESS TO U.S. CLASSIFIED INFORMATION OUTSIDE THE U.S., PUERTO RICO, U.S. POSSESSIONS AND TRUST TERRITORIES</td> <td></td> <td style="text-align: center;">X</td> </tr> <tr> <td> (2) Non-SCI</td> <td></td> <td style="text-align: center;">X</td> <td>g. BE AUTHORIZED TO USE THE SERVICES OF DEFENSE TECHNICAL INFORMATION CENTER (DTIC) OR OTHER SECONDARY DISTRIBUTION CENTER</td> <td style="text-align: center;">X</td> <td></td> </tr> <tr> <td>f. SPECIAL ACCESS INFORMATION</td> <td></td> <td style="text-align: center;">X</td> <td>h. REQUIRE A COMSEC ACCOUNT</td> <td></td> <td style="text-align: center;">X</td> </tr> <tr> <td>g. NATO INFORMATION</td> <td></td> <td style="text-align: center;">X</td> <td>i. HAVE TEMPEST REQUIREMENTS</td> <td style="text-align: center;">X</td> <td></td> </tr> <tr> <td>h. FOREIGN GOVERNMENT INFORMATION</td> <td></td> <td style="text-align: center;">X</td> <td>j. HAVE OPERATIONS SECURITY (OPSEC) REQUIREMENTS</td> <td></td> <td style="text-align: center;">X</td> </tr> <tr> <td>i. LIMITED DISSEMINATION INFORMATION</td> <td></td> <td style="text-align: center;">X</td> <td>k. BE AUTHORIZED TO USE THE DEFENSE COURIER SERVICE</td> <td></td> <td style="text-align: center;">X</td> </tr> <tr> <td>j. FOR OFFICIAL USE ONLY INFORMATION</td> <td style="text-align: center;">X</td> <td></td> <td rowspan="2">l. OTHER <i>(Specify)</i></td> <td></td> <td style="text-align: center;">X</td> </tr> <tr> <td>k. OTHER <i>(Specify)</i></td> <td></td> <td style="text-align: center;">X</td> <td></td> <td></td> </tr> </table>						10. CONTRACTOR WILL REQUIRE ACCESS TO:	YES	NO	11. IN PERFORMING THIS CONTRACT, THE CONTRACTOR WILL:	YES	NO	a. COMMUNICATIONS SECURITY (COMSEC) INFORMATION	X		a. HAVE ACCESS TO CLASSIFIED INFORMATION ONLY AT ANOTHER CONTRACTOR'S FACILITY OR A GOVERNMENT ACTIVITY		X	b. RESTRICTED DATA		X	b. RECEIVED CLASSIFIED DOCUMENTS ONLY		X	c. CRITICAL NUCLEAR WEAPON DESIGN INFORMATION		X	c. RECEIVE AND GENERATE CLASSIFIED MATERIAL	X		d. FORMERLY RESTRICTED DATA		X	d. FABRICATE, MODIFY, OR STORE CLASSIFIED HARDWARE		X	e. INTELLIGENCE INFORMATION:		X	e. PERFORM SERVICES ONLY		X	(1) Sensitive Compartmented Information (SCI)		X	f. HAVE ACCESS TO U.S. CLASSIFIED INFORMATION OUTSIDE THE U.S., PUERTO RICO, U.S. POSSESSIONS AND TRUST TERRITORIES		X	(2) Non-SCI		X	g. BE AUTHORIZED TO USE THE SERVICES OF DEFENSE TECHNICAL INFORMATION CENTER (DTIC) OR OTHER SECONDARY DISTRIBUTION CENTER	X		f. SPECIAL ACCESS INFORMATION		X	h. REQUIRE A COMSEC ACCOUNT		X	g. NATO INFORMATION		X	i. HAVE TEMPEST REQUIREMENTS	X		h. FOREIGN GOVERNMENT INFORMATION		X	j. HAVE OPERATIONS SECURITY (OPSEC) REQUIREMENTS		X	i. LIMITED DISSEMINATION INFORMATION		X	k. BE AUTHORIZED TO USE THE DEFENSE COURIER SERVICE		X	j. FOR OFFICIAL USE ONLY INFORMATION	X		l. OTHER <i>(Specify)</i>		X	k. OTHER <i>(Specify)</i>		X		
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12. PUBLIC RELEASE. Any information (classified or unclassified) pertaining to this contract shall not be released for public dissemination except as provided by the Industrial Security Manual or unless it has been approved for public release by appropriate U.S. Government authority. Proposed public releases shall be submitted for approval prior to release

☐

Direct

☐

Through (Specify):

to the Directorate for Freedom of Information and Security Review, Office of the Assistant Secretary of Defense (Public Affairs) for review.
In the case of non-DOD User Agencies, requests for disclosure shall be submitted to that agency.

13. SECURITY GUIDANCE. The security classification guidance needed for this classified effort is identified below. If any difficulty is encountered in applying this guidance or if any other contributing factor indicates a need for changes in this guidance, the contractor is authorized and encouraged to provide recommended changes; to challenge the guidance or the classification assigned to any information or material furnished or generated under this contract; and to submit any questions for interpretation of this guidance to the official identified below. Pending final decision, the information involved shall be handled and protected at the highest level of classification assigned or recommended. *(Fill in as appropriate for the classified effort. Attach, or forward under separate correspondence, any documents/guides/extracts referenced herein. Add additional pages as needed to provide complete guidance.)*

CLASSIFIED AND UNCLASSIFIED TECHNICAL INFORMATION GENERATED UNDER THIS CONTRACT SHALL BE ASSIGNED A DISTRIBUTION STATEMENT BEFORE DISCLOSURE/DISTRIBUTION. CONSULT THE APPROPRIATE CLASSIFICATION GUIDE OR THE COR (CONTRACTING OFFICER'S REPRESENTATIVE) FOR INFORMATION ON APPLYING THE CORRECT DISTRIBUTION STATEMENT. THE FOLLOWING SECURITY CLASSIFICATION GUIDES APPLY TO THIS CONTRACT AND WILL BE FORWARDED UPON REQUEST. DOCUMENTS SHALL BE RETURNED, DESTROYED, OR OTHERWISE DISPOSED OF IN ACCORDANCE WITH DOD 5220.22-M, NATIONAL INDUSTRIAL SECURITY PROGRAM OPERATING MANUAL (NISPOM), CHAPTER 5, SECTION 7, DATED JANUARY 1995 AFTER EXPIRATION OF PERIOD OF RETENTION. OPNAVINST S5513.5B, ENCL. (78) - MK 46 TORPEDO (LIGHTWEIGHT). OPNAVINST S5513.5B, ENCL. (92.1) - MK 48 TORPEDO (HEAVYWEIGHT). OPNAVINST S5513.5B, ENCL. (139) - MK48 ADCAP (MOD 5 AND BEYOND), MK50, AND/OR MK54 TORPEDOES.

PERSONNEL ACCESSING CLASSIFIED INFORMATION IN THE PERFORMANCE OF THIS CONTRACT NEED ONLY POSSESS A SECURITY CLEARANCE AT THE LEVEL OF CLASSIFICATION NECESSARY TO ACCOMPLISH THE TASK. THE HIGHEST LEVEL OF CLASSIFICATION FOR THIS CONTRACT IS TOP SECRET.

BLOCK 13 CONTINUED ON NEXT PAGE.

ESTIMATED COMPLETION DATE

31 May 09

COGNIZANT COR/PROGRAM MANAGER, NAME, CODE, TEL. NO.

Peter Freeburg, code 8113, x24830

14. ADDITIONAL SECURITY REQUIREMENTS. Requirements, in addition to ISM requirements, are established for this contract. *(If Yes, identify the pertinent contractual clauses in the contract document itself, or provide an appropriate statement which identifies the additional requirements.*

YES

X

NO

Provide a copy of the requirements to the cognizant security office. Use Item 13 if additional space is needed.)

15. INSPECTIONS. Elements of this contract are outside the inspection responsibility of the cognizant security office. *(If Yes, explain and identify specific areas or elements carved out and the activity responsible for inspections. Use Item 13 if additional space is needed.)*

YES

X

NO

16. CERTIFICATION AND SIGNATURE. Security requirements stated herein are complete and adequate for safeguarding the classified information to be released or generated under this classified effort. All questions shall be referred to the official named below.

a. TYPED NAME OF CERTIFYING OFFICIAL

FERN W. LIMA

b. TITLE

Contracting Officer

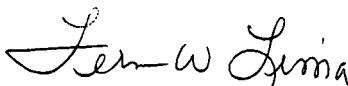
c. TELEPHONE (Include Area Code)

401-832-1934

d. ADDRESS (Include Zip Code)

Naval Undersea Warfare Center Division, Newport
Code 553, B-80
1176 Howell St., Newport, RI 02841

e. SIGNATURE



17. REQUIRED DISTRIBUTION

X

a. CONTRACTOR

b. SUBCONTRACTOR

X

c. COGNIZANT SECURITY OFFICE FOR PRIME AND SUBCONTRACTOR

d. U.S. ACTIVITY RESPONSIBLE FOR OVERSEAS SECURITY ADMINISTRATION

X

e. ADMINISTRATIVE CONTRACTING OFFICER

X

f. OTHERS AS NECESSARY

BLOCK 13 (CONTINUED)

FOR OFFICIAL USE ONLY (FOUO) INFORMATION PROVIDED UNDER THIS CONTRACT SHALL BE PLACED IN AN OUT-OF-SIGHT LOCATION IF THE WORK AREA IS ACCESSIBLE TO PERSONS WHO DO NOT HAVE A NEED FOR THE INFORMATION DURING WORKING HOURS. DURING NONWORKING HOURS, THE INFORMATION SHALL BE STORED TO PRECLUDE UNAUTHORIZED ACCESS. FILING FOUO WITH UNCLASSIFIED RECORDS IN UNLOCKED FILES OR DESKS IS ADEQUATE WHEN INTERNAL BUILDING SECURITY IS PROVIDED DURING NONWORKING HOURS. WHEN SUCH INTERNAL SECURITY CONTROL IS NOT EXERCISED, LOCKED BUILDINGS OR ROOMS WILL PROVIDE ADEQUATE AFTER-HOURS PROTECTION OR THE MATERIAL CAN BE STORED IN LOCKED RECEPTACLES SUCH AS FILE CABINETS, DESKS, OR BOOKCASES. DESTRUCTION WILL BE BY THE SAME MEANS AS CLASSIFIED INFORMATION (I.E., SHREDDING, BURNING, ETC.).

CLASSIFIED MATERIAL GENERATED UNDER THIS CONTRACT SHALL BE MARKED AS FOLLOWS IN ACCORDANCE WITH OPNAVNOTE 5510 DATED 16 OCT 1995:

DERIVED FROM: (CITE THE SECURITY CLASSIFICATION GUIDE OR SOURCE DOCUMENT)

DECLASSIFY ON: (STATE THE DATE OR EVENT (WHICH MUST BE LESS THAN 10 YEARS FROM THE ORIGINATION DATE OF THE DOCUMENT) FOR DECLASSIFICATION OR STATE THE 10-YEAR AUTOMATIC DECLASSIFICATION EXEMPTION CATEGORY (-IES)).

COMSEC STATEMENT

FURTHER DISCLOSURE OF COMSEC INFORMATION BY A CONTRACTOR, INCLUDING SUBCONTRACTING, REQUIRES PRIOR APPROVAL OF THE USER AGENCY. ACCESS TO CLASSIFIED COMSEC INFORMATION REQUIRES A FINAL U.S. GOVERNMENT CLEARANCE AT THE APPROPRIATE LEVEL.

CAVEAT FOR OPNAVINST S5513.5B, ENCLOSURE (78)

OPNAVINST S5513.5B, ENCLOSURE (78) MAY NOT BE VIEWED BY ANY FOREIGN NATIONALS NOR MAY THE CONTRACTOR MAKE FURTHER DISSEMINATION OF THE DOCUMENT WITHOUT THE EXPRESSED APPROVAL OF THE PROGRAM EXECUTIVE OFFICE, MINE AND UNDERSEA WARFARE, 614 SICARD STREET SE, WASHINGTON NAVY YARD, DC 20376.

JA4 CONTRACT ADMINISTRATION MASTER PLAN (CAMP)

Naval Undersea Warfare Center Division, Newport
Contract Administration Master Plan No. 99-1

Subj: CONTRACT ADMINISTRATION MASTER PLAN (CAMP) FOR CONTRACTOR SUPPORT
OR CONTRACTOR ENGINEERING AND TECHNICAL SERVICES

1. This Master Plan covers services that the Procuring Contracting Officer(PCO) determines shall be obtained on a Cost Plus Fixed Fee, Labor Hour, or Time and Material basis which are contracted for with a performance oriented statement of work (SOW). For those actions not covered under this Master Plan, a separate Contract Administration Plan (CAP) will be generated by the PCO. The contract specifications will cover performance of technically complex work which will involve intensive quality assurance surveillance and cost and performance monitoring by technical or engineering specialists within NUWCDIVNPT Technical and Business Departments. Performance of some of the contract administration functions solely by the Defense Contract Management Command (DCMC) is not practical. Therefore, the contract administration functions will be delegated to a Contracting Officer's Representative (COR) to assist the PCO in administration of the subject class of contracts and any orders issued under the contract.
2. Contracting Officer's Representative (COR) duties are detailed in Attachment 1. Only those individuals who have received COR training and possess the requisite technical skills and experience to effectively monitor the subject services will be appointed CORs under this plan. The Commercial Acquisition Department, Code 59, has the responsibility to ensure that personnel appointed as CORs to perform duties in connection with contracts subject to this plan have the necessary qualifications to satisfactorily perform required duties, and are properly monitored to determine they are performing assigned duties. If at any time Code 59 determines assigned duties are not being performed in a satisfactory manner, Code 59 shall take immediate action to advise the respective Department Head so that corrective action (including replacement of personnel, if required) may be taken.
3. A copy of each delegation and rescission of delegation made pursuant to paragraphs 1 and 2 of this plan shall be made a part of the contract files. The Contract must indicate the specific COR responsible for administering services under the particular contract.
4. The PCO shall screen procurement requests for the subject services to determine if they are the type that fall under the provisions of this Master Plan.

COR RESPONSIBILITIES

The COR acts as the representative for the Contracting Officer by performing the following duties:

- a. Monitors contractor performance.
- b. Accomplishes on-site surveillance at NUWCDIVNPT or contractor facility.
- c. Ensures that services remain non-personal in nature.
- d. Ensures that the Contractor performs within the scope of the SOW set forth in the contract or order.
- e. Monitors the use of Government furnished material, property and equipment.
- f. Inspects and accepts or rejects contract services/deliverables and certifies invoices.
- g. Establishes and maintains a standard COR file on assigned contracts/orders. Any documentation available and accessible electronically need not be maintained in paper format.
- h. Notifies the Contracting Officer of any problems in the above areas, and of any anticipated overrun of the estimated or ceiling price of the contract or order.
- i. Provides input to the DON Contractor Performance Assessment System (CPARS).
- j. Reviews all procurement requests to be placed against this contract to ensure that they present a clear description of work to be accomplished and data to be delivered. Reviews or assists the procurement originator in preparing the independent Government estimate of resources (i.e., types and amount of labor, material, travel, etc.) required to perform the work described.

NUWCDIVNPTINST 4860.2A
2 March 1995

Procurement Request Number: N66604-3289-017C

GOVERNMENT PROPERTY MADE AVAILABLE

1. The following are located at NUWCDIVNPT or other Government sites as may be noted herein. Unless specified otherwise, access is on a non-interference and rent-free basis as scheduled with the COR.

Access to Building #115 (LCSF Library)
Office space (desk/chair/computer) at NUWC DIV NPT Estimated 8 spaces
Access to NUWCDIVNPT computer network.

2. The following GFE will be provided for contractor possession (use, not title):

<u>Plant Account No</u>	<u>Type</u>	<u>Description/Serial No.</u>	<u>Quantity</u>	<u>Acq. Cost (EA)</u>	<u>Time</u>
-------------------------	-------------	-------------------------------	-----------------	-----------------------	-------------

NONE (If required will be provided on individual Task Order)

2. The following GFM will be provided for incorporation into end products:

<u>Plant Account No</u>	<u>Type</u>	<u>Description/Serial No.</u>	<u>Quantity</u>	<u>Acq. Cost (EA)</u>	<u>Time</u>
-------------------------	-------------	-------------------------------	-----------------	-----------------------	-------------

NONE (If required will be provided on individual Task Order)

Prospective Fee Rate Reduction Incentive Plan

1. Introduction: This incentive plan provides the basis for evaluation of the contractor's overall performance under a contract resulting from Solicitation N66604-04-R-0415 and for determining if the fee rate on this contract should be reduced due to "Unsatisfactory" performance.
2. Performance Ratings: The Government will evaluate the contractor's overall performance of the Statement of Work, and assign one of the following ratings:
 - Excellent
 - Very Good
 - Satisfactory
 - Unsatisfactory

The standards associated with these ratings are given in Table 1.

Overall Performance Rating	Standard
Excellent	"Excellent" ratings for all performance evaluation criteria.
Very Good	A combination of "Excellent" and "Satisfactory" ratings determined by the TDO to exceed "Satisfactory" overall.
Satisfactory	A minimum of "Satisfactory" ratings for all performance evaluation criteria.
Unsatisfactory	A rating of "Unsatisfactory" for one or more performance evaluation criteria.

Table 1: Overall Performance Ratings

3. Incentive Objectives: The purpose of including a prospective fee rate reduction incentive in this contract is ensure that the Government receives at least "Satisfactory" overall performance.
4. Performance Evaluation Criteria: The contractor's overall performance will be evaluated using the criteria and standards provided for each objective, and identified in Tables 2 through 4 of this document.
5. Organization. The performance evaluation organization consists of the Procuring Contracting Officer (PCO), who will serve as the Incentive Determining Official (IDO), and the Performance Evaluation Board (PEB).

- (a) Procuring Contracting Officer (PCO)/Incentive Determining Official (IDO): The PCO is responsible for properly administering the performance evaluation process and maintaining the official performance evaluation file and as IDO is responsible for making incentive determinations.
- (b) Performance Evaluation Board (PEB): The PEB is responsible for reviewing contractor performance and making recommendations to the IDO concerning evaluation ratings. PEB members will be selected by the IDO and will generally consist of the following individuals:
- Chairperson
 - COR (may be the Chairperson as well)
 - Contracting Office representative (usually the Contract Negotiator)
 - Technical Program Manager (may be the Chairperson as well)

Chairperson: The Chairperson is responsible for obtaining the information needed to evaluate contractor performance. The Chairperson is responsible for conducting the PEB meetings, and for properly evaluating and documenting contractor performance during the evaluation period. Additionally, the Chairperson is responsible for submitting the PEB Evaluation Report to the IDO.

COR The COR coordinates the performance monitoring efforts of the PCO and maintains the written records of the contractor's performance so that a fair and accurate evaluation is obtained. The COR coordinates and compiles the evaluation reports in conjunction with the PEB.

Contract Negotiator: The Contract Negotiator is the liaison between contractor and Government personnel for contractual matters. The Contract Negotiator serves as the PEB Recorder and provides additional support to the PEB as requested by the Chairperson.

Technical Program Manager: In conjunction with the COR, provides ongoing performance monitoring, evaluates task performance based on the PRS, (SOW attachment (1a)) and assists the CO/IDO and PEB in preparation of annual evaluation reports.

6. Evaluation Schedule: Each performance evaluation period will be 12 months in length. Following each evaluation period, the PCO/IDO (or Contract Negotiator if so designated by the PCO) and the COR will hold a meeting with the contractor's Senior Technical Representative to review performance including overall trends, specific problem areas, if any, and their resolution. Other government and contractor personnel may also participate as deemed appropriate.
7. Contractor's Self-Evaluation: The contractor may submit a self-evaluation for consideration during the evaluation process. To be considered, the report must be submitted to the PCO no later than the end of the eleventh month of the evaluation period. The report must include an overall performance rating and may include whatever information the contractor deems relevant to support that rating. The report shall not exceed two (2) pages in length.

Incentive Determination: The IDO will make an incentive determination at the end of each evaluation period. The determination will be based upon the Performance Evaluation Board's recommendation, the Contractor's Self-Evaluation and any other information deemed relevant by the IDO. The IDO's decision is unilateral and final.

Table 2: Task Performance Evaluation Criteria and Standards

Criterion	UNSATISFACTORY	SATISFACTORY	EXCELLENT
Task Performance	Work product fails to meet Acceptable Quality Levels (AQLs) defined in Performance requirements Summary Table, Attachment (1a) to the SOW.	Work product routinely meets Acceptable Quality Levels (AQLs) defined in Performance requirements Summary Table, Attachment (1a) to the SOW.	Work product frequently exceeds Acceptable Quality Levels (AQLs) defined in Performance requirements Summary Table, Attachment (1a) to the SOW.
Staffing	Contractor provides marginally qualified or unqualified personnel. Lapses in coverage occur regularly.	Contractor provides qualified personnel. Lapses in coverage may occasionally occur and are managed per individual task order policy.	Contractor provides highly qualified personnel. Contractor reassigns personnel to ensure proper coverage. Actual lapses in coverage occur very rarely, if ever, and are managed per individual task order policy. Contractor ensures staff training remains current.
Timeliness	Contractor frequently misses deadlines, schedules, or is slow to respond to government requests or is non-responsive to government requests.	Contractor routinely meets deadlines, schedules, and responds quickly to government requests.	Contractor always meets deadlines, schedules, and responds immediately to government requests.
Customer Satisfaction	Fails to meet customer expectations	Meets customer expectations.	Exceeds customer expectations.

Table 3: Contract Management Performance Evaluation Criteria and Standards

CRITERION	UNSATISFACTORY	SATISFACTORY	EXCELLENT
Problem Resolution	Problems are unresolved, repetitive, or take excessive government effort to resolve.	Problems are resolved quickly with minimal government involvement.	Problems are non-existent or the contractor takes corrective action without government involvement.
Responsiveness	Contractor's management is unresponsive to government requests and concerns.	Contractor's management is responsive to government requests and concerns.	Contractor's management takes proactive approach in dealing with government representatives and anticipates government concerns.
Communications	Contractor often fails to communicate with government in an effective and timely manner.	Contractor routinely communicates with government in an effective and timely manner.	Contractor takes a proactive approach such that communications are <u>almost always</u> clear, effective and timely.

Table 4: Cost Efficiency Performance Evaluation Criteria and Standards

CRITERION	UNSATISFACTORY	SATISFACTORY	EXCELLENT
Cost Management	Contractor routinely fails to meet negotiated level of effort and materials ordered.	Contractor routinely meets negotiated level of effort and materials ordered. Contractor provides measures for controlling all costs at estimated costs. Funds and resources are generally used in a cost-effective manner. No major resource management problems are apparent.	Reductions in direct costs to the Government below contract estimated costs are noteworthy. Contractor provides detailed cost analysis in recommendations to Government for resolution of problems identified. Funds and resources are optimally used to provide the maximum benefit for the funds and resources available. Documented savings are apparent.
Cost Reporting	Reports are generally late, inaccurate incomplete or unclear.	Reports are timely, accurate, complete and clearly written. Problems and/or trends are addressed, and an analysis is also submitted.	Reports are clear, accurate, and pro-active. Problems and/or trends are addressed thoroughly, and the contractor's recommendations and/or corrective plans are implemented and effective.

JA8 PERSONNEL DATA FORM

NAME _____

PRESENT EMPLOYER _____ LOCATION _____

LABOR CATEGORY _____ YEARS PERTINENT EXPERIENCE _____

EDUCATION _____

Degree	Subject	Year	School
--------	---------	------	--------

SECURITY CLEARANCE _____ TRAINING _____

EXPERIENCE ELEMENT: _____

TIME PERIOD: _____ OCCASION: _____

NARRATIVE: _____

EXPERIENCE ELEMENT: _____

TIME PERIOD: _____ OCCASION: _____

NARRATIVE: _____

EXPERIENCE ELEMENT: _____

TIME PERIOD: _____ OCCASION: _____

NARRATIVE: _____

(Continue as necessary.)

JA10 COST SUMMARY SHEETRFP No. N66604-04-R-0415

Contractor _____ () Subcontractor to _____

MATERIAL

Subcontractor	_____	\$	_____
Subcontractor	_____	\$	_____
Subcontractor	_____	\$	_____
Subcontractor	_____	\$	_____
Interdivisional Transfers		\$	_____
* Travel and Subsistence		\$	_____
* Other Material		\$	_____
** Relocation		\$	_____
** Telephone		\$	_____
** Leases		\$	_____
** Royalties		\$	_____
** Equipment		\$	_____
** Parking		\$	_____
** Cost Center	_____	\$	_____
** Cost Center	_____	\$	_____
** Cost Center	_____	\$	_____
** Cost Center	_____	\$	_____
	FY _____ FY _____ FY _____ FY _____		
Material Handling Rates:	_____ % _____ % _____ % _____ %	\$	_____
	Subtotal	\$	_____

LABOR

Labor costs (no Overtime Premium)		\$	_____
Overtime Premium		\$	_____
Effective date of Labor rates	_____		
Annual Escalation	Rate: _____ %		
INDIRECT COSTS	FY _____ FY _____ FY _____ FY _____		
*** Fringe Benefits	Rates: _____ % _____ % _____ % _____ %	\$	_____
*** Overhead	Rates: _____ % _____ % _____ % _____ %	\$	_____
*** Other Indirect	Rates: _____ % _____ % _____ % _____ %	\$	_____
*** Gen. & Admin.	Rates: _____ % _____ % _____ % _____ %	\$	_____
Annual Accounting Period begins:	_____		
Other	_____	\$	_____
FCCM Treasury Rate:	_____ %	\$	_____

Cost Total	\$	_____
Fee	\$	_____
CPFF Total	\$	_____

- * Estimates from provision entitled "Cost Proposal"
- ** See the clause in Section H entitled "Travel and Material Costs"
- *** FY denotes Contractor's fiscal year.
- If rates are too complex to fit, provide schedule.

JA10 COST SUMMARY SHEETRFP No. N66604-04-R-0415

Contractor _____ () Subcontractor to _____

MATERIAL

Subcontractor	_____	\$	_____
Subcontractor	_____	\$	_____
Subcontractor	_____	\$	_____
Subcontractor	_____	\$	_____
Interdivisional Transfers		\$	_____
* Travel and Subsistence		\$	_____
* Other Material		\$	_____
** Relocation		\$	_____
** Telephone		\$	_____
** Leases		\$	_____
** Royalties		\$	_____
** Equipment		\$	_____
** Parking		\$	_____
** Cost Center	_____	\$	_____
** Cost Center	_____	\$	_____
** Cost Center	_____	\$	_____
** Cost Center	_____	\$	_____
	FY _____ FY _____ FY _____ FY _____		
Material Handling Rates:	_____ % _____ % _____ % _____ %	\$	_____
	Subtotal	\$	_____

LABOR

Labor costs (no Overtime Premium)		\$	_____
Overtime Premium		\$	_____
Effective date of Labor rates	_____		
Annual Escalation	Rate: _____ %		
INDIRECT COSTS	FY _____ FY _____ FY _____ FY _____		
*** Fringe Benefits	Rates: _____ % _____ % _____ % _____ %	\$	_____
*** Overhead	Rates: _____ % _____ % _____ % _____ %	\$	_____
*** Other Indirect	Rates: _____ % _____ % _____ % _____ %	\$	_____
*** Gen. & Admin.	Rates: _____ % _____ % _____ % _____ %	\$	_____
Annual Accounting Period begins:	_____		
Other	_____	\$	_____
FCCM Treasury Rate:	_____ %	\$	_____

Cost Total	\$	_____
Fee	\$	_____
CPFF Total	\$	_____

- * Estimates from provision entitled "Cost Proposal"
- ** See the clause in Section H entitled "Travel and Material Costs"
- *** FY denotes Contractor's fiscal year.
- If rates are too complex to fit, provide schedule.

JA12 COMMENTS IN THE INTEREST OF COMPETITION

The Competition Advocate (CA) of the Naval Undersea Warfare Center (NUWC) Division, Newport is charged with maximizing competition for NUWCDIVNPT procurements. In pursuit of this goal, the CA seeks to ensure that all competitive solicitations are formed in such manner as to not be unduly restrictive, and to be feasibly performed by several competitors.

Parties with suggestions regarding means by which NUWCDIVNPT can increase competition are encouraged to submit letters to:

Naval Undersea Warfare Center Division, Newport
Competition Advocate c/o Code 59, Building 11
Simonpietri Drive
Newport, RI 02841-1708

The CA especially desires information regarding aspects of NUWCDIVNPT solicitations which have influenced firms' decisions not to propose. If suggestions relate to specific solicitations, please include relevant extracts.

Comments requested herein are for planning purposes only; parties wishing to affect current solicitations should contact the Contracting Officer.